

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

TUESDAY

10:00 A.M.

JUNE 26, 2018

PRESENT:

Marsha Berkbigler, Chair

Kitty Jung, Vice Chair

Bob Lucey, Commissioner

Vaughn Hartung, Commissioner

Jeanne Herman, Commissioner

Nancy Parent, County Clerk

John Slaughter, County Manager

Paul Lipparelli, Deputy District Attorney

The Washoe County Board of Commissioners convened at 10:01 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:

18-0459 **AGENDA ITEM 3** Appearance: Beth Macmillan, Executive Director
Reno Artown. Presentation and update on 2018 Artown events.

Beth Macmillan, Executive Director of Artown, noted the festival would begin the following weekend and she hoped people would see how the region had been transformed. She indicated when Artown began in 1996 it was located in downtown Reno, but now there were satellite locations in Carson City, Virginia City, Incline Village, as well as venues in Arrowcreek, Caughlin Ranch, in midtown, and throughout the County.

Ms. Macmillan provided a handout which was distributed to the Board and placed on file with the Clerk. She promoted the Dragon Lights Reno event in partnership with the May Arboretum and the County. She mentioned there would be a series of events at the Bartley Ranch amphitheater, including the Reno Youth Jazz Orchestra, the Reno Pops Orchestra, and AVA Ballet Theatre. She noted every Washoe County Library would be an Artown venue. She announced there would be over 500 events during the 31 day festival in over 100 locations; 75 percent of the events would be free. She said the festival took into account equity, inclusivity, and diversity. She showed a video promoting the event.

She stated Artown received money from the federal government, the National Endowment for the Arts, the State, the County, and the City of Reno, all of which showed the worthiness of the festival within the community. She praised Assistant County Manager Kate Thomas and County Manager John Slaughter for their work.

18-0460 **AGENDA ITEM 4** Public Comment.

Ms. Tammy Holt-Still recognized and praised the pumping of Swan Lake over to the Prado Ranch property, which was lowering the lake level. She pointed out there were abandoned vehicles in the Swan Lake Nature Study Area and asked that they be removed. She requested the results of the testing done by Bird Seismic Services near American Flat Road. She expressed disappointment District 5 was no longer represented on the Truckee Meadows Water Authority board.

Mr. Pete Todoroff read a complaint from the owner of Village Meats, Seafood and Deli about the farmers market in Incline Village, a copy of which was placed on file with the Clerk. He indicated another person complained about the quality of the fruit sold and Mr. Toderoff expressed concern about fraud and misrepresentation of the products sold.

Ms. Elise Weatherly mentioned Congresswoman Maxine Waters and spoke about being invited to play music at Artown because of her religious beliefs. She thought it was worthwhile to give money to the police department to help prevent drug transactions. She requested the County spend money more wisely.

18-0461 **AGENDA ITEM 5** Announcements/Reports.

County Manager John Slaughter announced there was a request by the applicant to withdraw Agenda Item 29, which related to the Lantern Fest. He added since it was a public hearing they would still open and close the item.

Commissioner Jung noted the parking lot at Lazy 5 Regional Park was not marked well and it had potholes. She requested a pavement and condition study for all areas in an effort to beautify the parks citizens used. She suggested staff could use the results of the report to prioritize certain areas for capital improvements when the County had the money. She said she attended the Dog Tales fundraiser for the Canine Rehabilitation Center and Sanctuary, which partnered with Regional Animal Services. She asked what the County was doing to partner with the rehabilitation center to help them achieve their goals. She suggested the County could make a video through SoSu TV to generate interest and encourage people to donate.

Commissioner Hartung asked when the topic of cargo containers would come before the Board and added the issue should have been taken care of long ago. Regarding permits for outdoor events, he said the Board needed to add language addressing events that were postponed for weather conditions. He felt those events should not get charged two fees and suggested a reduced fee if an organizer had to cancel due to unforeseen circumstances. He praised the Lantern Fest for pulling their event due to weather conditions. Commissioner Hartung asked how the County could draw more attention to the Washoe 311 program and recommended putting flyers into sewer and wastewater bills. He added one constituent had problems connecting with Washoe 311.

Commissioner Hartung said he attended a Nevada Association of Counties (NACO) meeting where issues such as fire and public defenders in smaller counties were discussed. He pointed out NACO was allowed five bill draft requests (BDRs) and suggested coordinating with them to address the 911 Voice Over Internet Protocol trunk line imbalance. He felt every phone line should pay the 911 fee regardless of whether or not it was on a trunk line.

Commissioner Jung recommended advertising Washoe 311 on County letterhead, on its tax bills, and on any communication it had with its citizens. She said the County would have a clearer picture as to the concerns of the community and stressed the Washoe 311 service should be promoted heavily.

Commissioner Lucey clarified only three of NACO's five BDRs were being discussed, leaving two available. He mentioned he met Colleen Cardenas, owner of The Souper Wagon food truck, who had applied to be a vendor at the Red White and Tahoe Blue event. She paid the required permits to participate but, when the event was postponed, she was only reimbursed for half her fees because no precedent was set concerning fee reimbursement. Commissioner Lucey felt there should be some flexibility so staff could address unusual circumstances and show good faith on behalf of the County. He requested a discussion about giving people in that situation some recourse.

Mr. Slaughter remarked Washoe 311 had a soft launch and they were doing a more aggressive marketing campaign. He said it was one phone number for any citizen issue, complaint, compliment, or question. He added they were printing inserts for various mailings and they had provided flyers to County libraries. He said decals with Washoe 311 information would be placed on all new vehicles. He pointed out the service was available 24 hours a day with knowledgeable County staff answering the phones during normal business hours. He commented 311 was the best way to get an issue or question resolved. Chair Berkbigler said she received emails from constituents thanking Washoe 311 for getting results quickly.

Commissioner Hartung requested an agenda item that discussed Washoe 311, how calls were directed, and how the County responded to requests. He thought it would be wise to have an open forum to get the program more widely publicized.

There was a brief discussion where it was pointed out the July 17 Board of County Commissioners (BCC) meeting would be cancelled and the Truckee Meadows Fire Protection Board would meet on July 24. Chair Berkbigler expected the agenda for the July 24 BCC meeting would be heavy.

Prompted by Commissioner Hartung, Mr. Slaughter indicated he would speak with the Sheriff's Office to address abandoned vehicles in Lemmon Valley.

Later in the meeting, Agenda Item 5 was reopened and Commissioner Hartung noted former Sparks Fire Chief Andy Flock passed away. Commissioner Hartung expressed sympathy to his family and said he hoped to attend the service.

CONSENT AGENDA ITEMS – 6A THROUGH 6J3

- 18-0462** **6A** Cancel the July 17, 2018, August 14, 2018, and August 21, 2018 Board of County Commissioner meetings. Manager. (All Commission Districts.)
- 18-0463** **6B** Approve waiver of six month "cooling off" period for former employee/independent contractor agreement for Alexis Auckenthaler the Forensic Interviewer at the Washoe County Child Advocacy Center, with estimated Independent Contactor Agreement cost of [\$20,000]. District Attorney. (All Commissioner Districts.)
- 18-0464** **6C** Approve the Master Service Agreement, including Statement of Work ITD-SOW-14026 dated June 6, 2018, between Washoe County and IT-Dynamix for the single-source purchase of consulting, implementation, and cyber security monitoring services not to exceed [\$108,550]. If approved, authorize the Purchasing and Contracts Manager to execute the agreement. Technology Services. (All Commission Districts.)
- 18-0465** **6D** Approve to increase the change funds at local library branches by (\$865.00) for a total of (\$1,910.00) as requested by Library Director Jeff Scott; and if approved, authorize the Chairman to execute Resolution for same. (No Fiscal Impact to the General Fund). Treasurer. (All Commission Districts.)
- 18-0466** **6E1** Approve request for additional funds to purchase professional services in the amount of [\$11,600.00] in relation to The Sidwell Company's Parcel Administrator and Annotation Toolset software to convert additional GIS data to parcel fabric to manage digital cadastral records in a central environment with the latest version of ArcGIS and authorize the Purchasing and Contracts Manager to authorize the expenditure. Assessor. (All Commission Districts.)
- 18-0467** **6E2** Acknowledge receipt of annual report of projected expenditures for the Account for the Acquisition and Improvement of Technology in the Office of the County Assessor for FY 2018/2019. Assessor. (Commission Districts 1, 2, 3, 4, 5)
- 18-0468** **6E3** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2014/2015, 2016/2017 and 2017/2018 secured and unsecured tax rolls and authorize Chair to execute the changes described in Exhibits A and B and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$27,030.85]. Assessor. (Commission Districts 1, 2, 3 & 5)

- 18-0469** **6F1** Approve to reappoint James Barnes to the Truckee Meadows Regional Planning Commission for a term beginning July 1, 2018, and ending June 30, 2021, or until such time as a successor is appointed, whichever occurs first. Community Services (All Commission Districts.)
- 18-0470** **6F2** Accept grant funding [\$22,631.34 with no county match] from the USDA Forest Service, received under the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act) for the benefit of public schools and roads within Washoe County; and direct the Comptroller's Office to make the necessary budget amendments. Community Services. (All Commission Districts.)
- 18-0471** **6F3** Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and JC Blackstone LLC for a permanent public utility easement and emergency vehicle access easement totaling 2,107± square feet on APN 534-450-05, commonly known as Sugarloaf Peak Open Space, [at the appraised value of \$1,000]. Community Services. (Commission District 4.)
- 18-0472** **6F4** Approve interfund appropriation transfers to track certain grant and capital funds for unanticipated structural reinforcement and furniture, fixtures, and equipment related to the Human Services Visitation Center Renovation Project [\$64,398.41]; and, if approved, direct the Comptroller's Office to make the appropriate appropriation transfers [net impact to County Budget is zero]. Community Services. (Commission District 4.)
- 18-0473** **6G1** Approval of agreement between NevadaWorks and Washoe County for the period of July 1, 2018 to June 30, 2019 [in the amount of \$5,818.00]. This agreement may be renewed automatically for one year periods with the first renewal period beginning on July 1, 2019 and then each July 1 thereafter with the last renewal period beginning July 1, 2022 and ending on June 30, 2023. Comptroller. (All Commission Districts.)
- 18-0474** **6G2** Authorize the Tax Collector to strike names and amounts identified on delinquency/uncollectible Personal Property Tax list for fiscal years 2015 through 2017, totaling [\$219.10]. Comptroller. (All Commission Districts.)
- 18-0475** **6H1** Approve a retroactive modification to the 2015 Annual Operating Plan for Cooperative Fire Protection between Washoe County and the Bureau of Land Management, Carson City District Office to extend the current agreement expiration date to July 8, 2018. Manager. (All Commission Districts.)

- 18-0476** **6H2** Approve and execute the Resolution levying tax rates for all Washoe County entities for Fiscal Year 2018-2019. Manager. (All Commission Districts.)
- 18-0477** **6H3** Acknowledgment of Publication of Notice of Intent to Augment Budgets and approval of the attached resolution to augment the General Fund in the amount of \$125,870 to appropriate the Medical Examiner's Fee Revenue AND approval to augment Washoe County Other Restricted Special Revenue Fund in the amount of \$15,397 to appropriate Wadsworth Justice Court Court Fees and Fines Revenue generated from previously unbudgeted sources for Fiscal Year 2018; and direct the Comptroller's Office to make the appropriate budget amendments (net impact to General Fund is zero). Manager. (All Commission Districts.)
- 18-0478** **6H4** Approve a 6-month renewal of the Agreement for appointed Counsel Administrator Services between the County of Washoe and Robert Bell, Esq., for professional legal services as the Appointed Counsel Administrator for the period July 1, 2018 through December 31, 2018 [not to exceed \$77,250.00] and if approved, authorize the County Manager to execute the contract. Manager. (All Commission Districts.)
- 18-0479** **6I1** Approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for the testing and training connected to Self-Contained Breathing Apparatus (SCBA) Equipment at a cost [not to exceed \$63 per hour] for the retroactive period of May 22, 2018 to May 21, 2020. Sheriff. (All Commission Districts.)
- 18-0480** **6I2** Approve Sheriff's Security Agreement between I-10 Race Promotions, INC (aka/DBA Lucas Oil Products) and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [costs to be reimbursed by Lucas Oil Products] for the retroactive period of May 5, 2018 to December 31, 2020 for the Lucas Oil Off Road Racing Series events to be held in Washoe County. Sheriff. (Commission District 4.)
- 18-0481** **6I3** Approve the Interlocal Contract Between Public Agencies between the State of Nevada Acting By and Through Its Department of Corrections and Washoe County on behalf of Washoe County Sheriff's Office for Forensic Laboratory Services for the term of July 1, 2018 to June 30, 2019 for a fee of [\$12,977.00]. Sheriff. (All Commission Districts.)
- 18-0482** **6I4** Acknowledge receipt of FY17-18 Third Quarter Status Update for Washoe County Regional Detention Facility to include security of the jail, conditions of confinement, staffing and medical care of inmates housed at the Washoe County Sheriff's Office. Sheriff. (All Commission Districts.)

- 18-0483** **6I5** Approve a Memorandum of Understanding between the Washoe County Sheriff's Office, Reno Police Department and Sparks Police Department to memorialize the conversion from Uniform Crime Reporting (UCR) data to the National Incident-Based Reporting Standard (NIBRS). Sheriff. (All Commission Districts)
- 18-0484** **6I6** Approve funding [\$13,000.00, no match required] from the USDA Forest Service Humboldt-Toiyabe National Forest for reimbursement of overtime costs incurred while involved in the Cooperative Law Enforcement Agreement #16-LE-11041701-008 MOD#03 for the retroactive period of 10/01/2017 - 09/30/2018; and if approved, authorize Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts)
- 18-0485** **6I7** Approve a Production Incentive Contract between the Reno Sparks Convention and Visitors Authority (RSCVA) and the Regional Public Safety Training Center (RPSTC) to provide an incentive payout to the RPSTC based on new consumed room night production, [no fiscal impact to Washoe County General Fund] for the term of July 01, 2018 - June 30, 2020. Sheriff. (All Commission Districts.)
- 18-0486** **6J1** Accept a supplemental grant award from the Nevada Aging and Disability Services Division for Older Americans Act Title III Homemaker Services program [\$20,000 match of \$3,000 from ad valorem tax] retroactive from July 1, 2017 through June 30, 2018; authorizing the Department to execute the grant award documents; and direct the Comptroller's office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)
- 18-0487** **6J2** Acknowledge FY18 appropriation transfers in the Human Services Agency, including Fund 225 - Senior Services by moving [\$835.03] into the travel line item budget (net impact to Senior Services Fund is zero); and Fund 228 - Child Protective Services by moving [\$102,941.96] into the travel line item budget; and Approve appropriation transfer to Human Services Agency Fund 228 - Child Protective Services by moving [\$494.50] into the food purchases line item budget (net impact to Child Protective Services Fund is zero); and direct the Comptroller's Office to make the appropriate budget appropriation transfers. Human Services Agency. (All Commission District.)
- 18-0488** **6J3** Approve the interfund budget appropriation transfers to track certain grant funds [net impact to County budget is zero]; and direct the Comptroller's Office to make the appropriate appropriation transfers. Human Services Agency. (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly, speaking about Agenda Item 6B, asked for clarification about the cooling off period. She said unless the cyber security monitoring services referenced in Agenda Item 6C were used wisely, they would be costly. She asked who would oversee the system.

Speaking on Agenda Item 6A, Ms. Pam Roberts asked for the rationale for cancelling meetings in July and August, indicating it was the Board's responsibility to hold meetings.

Commissioner Hartung asked Deputy District Attorney Paul Lipparelli to define the cooling off period. Mr. Lipparelli explained the Commissioners had adopted a policy that required a waiting period from the time an employee retired from the County to when that employee could do consultant work for the County. He said the item on the agenda made use of the exception in the policy which allowed people to be employed sooner than the six-month waiting period if it were necessary for the vitality of the organization.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 6A through 6J3 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A through 6J3 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, & 27

Chair Berkgigler explained these items were not put in the Consent Agenda because the dollar amount was higher than could be placed in Consent. Additionally most of these were budget items that were already approved with the County's budget and would not require discussion. She disclosed her sister was a senior executive with Dell but Chair Berkgigler had nothing to do with the contract being proposed in Agenda Item 26.

18-0489 **AGENDA ITEM 7** Recommendation to approve a Joinder Contract for armed and unarmed professional security services via the State of Nevada contract CETS#19049, awarded to Allied Universal Security Services at 4000 S. Eastern Avenue, Suite 210 Las Vegas, NV 89119. Estimated expenditures are anticipated as [\$1,791,063] per annual contract term. If approved, authorize the Purchasing and Contractors Manager to execute agreement. Comptroller. (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly asked who was being protected with this service.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be approved and authorized.

18-0490 **AGENDA ITEM 8** Recommend that the Board of County Commissioners acknowledge the grant award from the State of Nevada, Administrative Office of the Courts to the Second Judicial District Court, in the amount of [\$915,430.00] (no match required), to support the Specialty Court programs, effective July 1, 2018 through June 30, 2019. District Court. (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly asked who this would affect and objected to the item.

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

18-0491 **AGENDA ITEM 9** Recommendation to approve the reclassification of Human Services Case Manager I/II, pay grades K/L, to Human Services Case Worker I/II/III, pay grades K/L/N, retroactive to June 11, 2018, and an increase in pay grade for Victim Witness Advocate from I to J, effective July 1, 2018 (Human Services), as evaluated by the Job Evaluation Committee and the Hay Group, and authorize Human Resources to make the necessary changes. [Net fiscal impact to salaries and benefits is estimated at \$8,782 in FY 17/18 and \$277,020 in FY 18/19] Human Resources. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0492 **AGENDA ITEM 10** Recommendation to accept a grant award from the Walter S. Johnson Foundation in the amount of [\$220,000; no county match] to adapt and expand an educational program for transition aged youth statewide from July 1, 2018 through September 30, 2020; and direct the Comptroller's Office to make the necessary budget amendments and authorize the Department to execute the grant award documents. Human Services Agency. (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly expressed frustration the County was paying a lot of money to let counselors into certain institutions but she was not allowed to volunteer at them. She felt providing meals for seniors and school children was a waste of money.

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

18-0493 **AGENDA ITEM 11** Recommendation to approve a fourth supplemental award for the FY18 Nutrition Services Incentive Program (NSIP) grant from the State Aging and Disability Services Division (ADSD) in the amount of [\$155,201; no county match] to support food costs for senior congregate and home delivered meals retroactive from October 1, 2017 through September 30, 2018; authorize the Department to execute the award; and direct the Comptroller's Office to make the appropriate budget amendments. Human Services Agency. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0494 **AGENDA ITEM 12** Recommendation to approve Certification Page and Agreement between the County of Washoe (Juvenile Services) and the Nevada Department of Agriculture, Child Nutrition Programs designating Christine Eckles, Division Director and Frank Cervantes, Director, as the authorized signers for the National School Lunch and School Breakfast Program; and if approved, authorize the submission of application for Fiscal Year 2018/19 and accept reimbursements from the National School Lunch and School Breakfast Program for Fiscal Year 2018/19 for youth detained at Wittenberg Hall Detention Facility. Juvenile Services. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0495 **AGENDA ITEM 13** Recommendation to approve acceptance of Community Corrections Partnership Block Grant from the Department of Health and Human Services - Juvenile Justice Programs Office in the amount of [\$318,663.29] to provide treatment and programming to youth referred to the Washoe County Department of Juvenile Services. The grant award period is 7/1/18-6/30/19. No match required. If approved, direct the Comptroller's Office to make the necessary budget amendments. Juvenile Services. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0496 **AGENDA ITEM 14** Recommendation to approve a nomination of Tim Callicrate to serve as the Lay Member on the Tahoe Regional Planning Agency's Advisory Planning Commission for a two year term ending on June 26, 2020. Manager. (Commission District 1.)

There was no response to the call for public comment.

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

18-0497 **AGENDA ITEM 16** 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: Churchill Co SO \$40,623; Douglas Co SO \$128,076; Elko PD \$89,146; Elko Co SO \$64,233; Eureka Co SO \$3,472; Humboldt Co SO \$36,457; Lander Co SO \$5,208; Pershing Co SO \$6,771; Storey Co SO \$25,390; Washoe County School PD \$31,032; Washoe Tribal PD \$3,000; Winnemucca PD \$42,533; Yerington PD \$6,944 for Forensic Laboratory Analysis Service fees for the term of July 1, 2018 to June 30, 2019 with a total income of [\$482,885.00]. Sheriff. (All Commission Districts.)

Commissioner Hartung noted the Cities of Sparks and Reno were not included on the list for forensic support services. He stressed the need for contracts with those agencies. He suggested Forensics should become its own agency as a way to solve the problem. Chair Berkbigger agreed this should be a topic for further discussion.

County Manager John Slaughter reminded the Board the County had an existing Interlocal Agreement with the City of Reno related to forensic services and they would continue that discussion. He indicated the City of Sparks had budgeted an increase for their portion and they could continue discussions with them as well. Commissioner Hartung added they were entering a new fiscal year with the situation still unresolved and he wanted progress.

On the call for public comment, Ms. Elise Weatherly emphasized the importance of forensic services and told a story about her ex-husband's autopsy.

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

18-0498 **AGENDA ITEM 17** Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the South Valleys Playground Rehabilitation project [staff recommends Garden Shop Nursery in the amount of \$165,822.65. Community Services. (Commission District 2.)

On the call for public comment, Ms. Elise Weatherly asked who was responsible for determining the lowest, responsive, and responsible bidder.

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

18-0499 **AGENDA ITEM 18** Recommendation to approve an Amendment to the agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between Washoe County and SPB Utility Services, Inc., through December 31, 2019 to increase the major and minor maintenance fund associated with the Agreement [from \$240,000 to \$500,000] on a calendar year basis. Community Services. (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly wondered why there was such a large increase.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 18 be approved.

18-0500 **AGENDA ITEM 19** Recommendation to approve the fiscal year 2018-2019 payment of \$255,625, paid in quarterly installments beginning July 1, 2018, as Washoe County's share in annual funding for the Truckee Meadows Regional Planning Agency pursuant to NRS 278.0264(7) and an adopted interlocal agreement. Community Services (All Commission Districts.)

There was no response to the call for public comment.

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

18-0501 **AGENDA ITEM 20** Recommendation to award Bid No. 3060-18 for new fleet heavy equipment to the lowest responsive responsible bidder, [staff recommends Papè Machinery in the amount of \$2,484,177.51], for the purchase of six new John Deere 644K Wheel Loaders, three new John Deere 744K Wheel Loaders, and three new John Deere 410K Backhoe Loaders. Community Services. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0502 **AGENDA ITEM 22** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Leadville Canyon CMP Repairs for Washoe County, PWP-WA-2018-183 project [staff recommends A & K Earth Movers in the amount of \$314,000]. Community Services. (Commission District 5.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 22 be awarded and approved.

18-0503 **AGENDA ITEM 23** Recommendation to: (1) approve the purchase of two new Vactor Model 2110 catch basin cleaners from Owen Equipment Company, 1085 Horizon Drive, Fairfield, CA 94533 [\$305,307.84 each] utilizing Washington State Department of Enterprise Services' master contract #1912; (2) approve the purchase of two new 66,000 GVWR Truck Cab/Chassis from Velocity Truck Centers (formerly Sierra Freightliner Sterling Western Star Inc.), 1550 E. Greg St., Sparks, NV 89431 [\$121,277.00 each] utilizing Washoe County Bid #3007-17; and (3) authorize the Purchasing and Contract Manager to execute the Washington State master contract usage agreement. Community Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 23 be approved and authorized.

18-0504 **AGENDA ITEM 24** Recommendation to approve the asset reassignment of multiple vehicles from various Washoe County departments to Equipment Services Fund 669; and direct the Comptroller's Office to make the appropriate asset adjustments [net \$343,289.94]. Community Services. (All Commission Districts.)

There was no response to the call for public comment.

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

18-0505 **AGENDA ITEM 25** Recommendation to approve FY 2018-2019 sole source purchases of Microsoft and Adobe licensing through joinder with CDW-G and the National Association of State Procurement Officers (NASPO) Master Price Agreement for Software Value Added Reseller, SHI International; and further approve expenditures that will aggregate to exceed [\$100,000] but will remain within available FY 2018-2019 adopted budget, not to exceed [\$650,000]. Technology Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 25 be approved.

18-0506 **AGENDA ITEM 26** Recommendation to approve FY 2018-2019 sole source purchases of computer network equipment, servers, data storage, personal computers, and printers through joinder with National Association of State Procurement Officers (NASPO) Master Price Agreements for State of Nevada with Dell Inc.; and further approve expenditures that will aggregate to exceed [\$100,000] but will remain within FY 2018-2019 adopted budget, not to exceed [\$1,000,000]. Technology Services. (All Commission Districts.)

Commissioner Hartung suggested saving money by using the company Switch for data storage. He recalled an issue with the District Attorney's data room and stated money could be saved because they would not have to purchase equipment if the data was being stored elsewhere.

County Manager John Slaughter said the County had initiated a conversation with Switch and they were considering other vendors as well. He expected to bring the topic to the Board in the future.

There was no response to the call for public comment.

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

18-0507 **AGENDA ITEM 27** Recommendation to approve FY 2018-2019 sole source purchases of computer network equipment and accessories through joinder with National Association of State Procurement Officers (NASPO) Price Agreements for State of Nevada with ConvergeOne; and further approve expenditures that will aggregate to exceed [\$100,000] but will remain within FY 2018-2019 adopted budget, not to exceed [\$1,500,000]. Technology Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 27 be approved.

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Agenda Item 5 was briefly reopened; see that item for further details.

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Chair Berkgigler announced they needed to take a brief recess for a closed legal session regarding the next two items. At Deputy District Attorney Paul Lipparelli's recommendation, Chair Berkgigler clarified those items would not be heard before 11:45 a.m.

10:58 a.m. **The Board recessed.**

11:53 a.m. **The Board reconvened with all Commissioners present.**

18-0508

AGENDA ITEM 21 Recommendation to consider possible courses of action and direction to legal counsel and county staff to pursue one or more of those courses of action regarding the Warm Springs Specific Plan refunds lawsuit, Newell (plaintiff) et. al. vs. Washoe County CV15-01104. The lawsuit was filed in 2015 seeking, among other things, refunds of money paid by a number of property owners in the Warm Springs Specific Plan in Washoe County at the time they recorded their final maps for development in that area. The money was intended to build infrastructure in the area, including community water and sewer facilities, certain roads, drainage, and other improvements. At this point, the Court has dismissed all of the plaintiffs and all of the claims in the case, except for the claims based on a single 5 acre parcel still owned by the Newell's. Additionally, one developer (Brian Murphy) has sought "reimbursement" of approximately \$319,252 for work done on roads in or near the plan area. Possible direction at this point could include any of the following individual courses or a combination of them:

- 1) Refunds.
 - a) Pay partial or full refunds to all current property owners in the Warm Springs Specific Plan area in the total amount of approximately \$800,000 (\$781,882.37 approximate fund balance as of 4/6/18) based on the Court's ruling that the amounts are NRS 278B "impact fees" refundable if improvements are not built within 10 years; or,
 - b) Pay no refunds and maintain the county's position in the lawsuit that the fees are not "impact fees" and that the plaintiffs waived any refunds;
- 2) Reimbursement. Allow, partially allow, or disallow Capurro Investments, LLC's/Brian Murphy's claim for "reimbursement" of approximately \$319,252 - for work done on certain roads, some of which were identified in the Warm Springs Specific Plan area agreement, see Exhibit A;
- 3) Master Plan Amendment. Direct planning staff to initiate master plan amendments to the Warm Springs Specific Plan removing the financing provisions of the plan that require current or future developers to continue paying development fees at the time of recording their final maps; this option could include direction to staff to cease taking payments under the financing plan on development maps within the area plan while the amendment process is underway;
- 4) Interpleader. File a lawsuit against all persons or entities with competing claims for the money in the fund, "interplead" the money into the Court, and allow the claimants to make their case for a share of the money with the Court ultimately deciding. Community Services. (Commission District 5.)

Planning Manager Bob Webb reviewed the four courses of action available to the Board as laid out in the agenda description. He noted various staff members were in attendance to answer questions from the Board, including Planning

Manager Trevor Lloyd, Director of Engineering and Capital Projects Dwayne Smith, and Deputy District Attorney Nathan Edwards.

On the call for public comment, Mr. Stephen Moss spoke representing the plaintiffs in the lawsuit referenced in the agenda item. He asked for a commitment from the Board to refund all the moneys to the individuals who initially paid the development fees. He claimed the Warm Springs Specific Plan, which anticipated an equestrian center and a golf course, was not viable. According to the order issued by the court, there were seven individual plaintiffs with claims for refunds and he asked the Board to instruct staff to prepare refunds for them. He acknowledged what to do with the remaining funds was problematic but he suggested money could be given to the current property owners if the original developers could not be found. He did not think any of the Capital Improvement Projects (CIPs) would be started. He stated the reimbursement request by Capurro Investments, LLC was not well-founded since the roads they improved had nothing to do with Warm Springs.

Deputy District Attorney Paul Lipparelli pointed out Mr. Moss represented a group of individuals and it was at the discretion of the Board to allow him additional time. Chair Berkbigger gave him the opportunity to continue.

Mr. Moss stated one developer was told by the building department his fees would be returned because of amendments that would be made to the Warm Springs Area Plan. He drew the Board's attention to a proposal in the staff report that the Warm Springs development handbook should be amended and the funding portion be removed. He felt the handbook needed to be changed completely because it was no longer appropriate. He stressed there needed to be a mechanism to refund fees to those who paid them since those moneys were being held for CIPs that would likely never be constructed. He repeated his request of the Board.

Ms. Pam Roberts mentioned she lived on a road for which Capurro Investments, LLC was seeking reimbursement for allegedly improving. She agreed the road was not built to County standards. She said when the financial provisions were put in place in 1995, people expressed concern about infrastructure given that smaller lot sizes were being considered. She said the financing plan did not work and wondered whether the County would accept responsibility for building and maintaining infrastructure in the Specific Plan Area (SPA) if those provisions were removed. She remarked the Rolling Hills subdivision in south Reno built roads and drainage systems before building homes but expressed that was not the case in Warm Springs.

Ms. Susan Ambrose, representing the Warm Springs Property Owners Alliance Task Force (WSTF), said the club was formed when the Citizens Advisory Board (CAB) cancelled its January and May meetings. She remarked new citizens had moved to the SPA and they expressed the following concerns: not knowing what the SPA was, not realizing they lived inside the SPA boundaries, and not understanding why they were being treated differently. To respond to the concerns the WSTF conducted a survey,

the results of which would be conveyed by another speaker. The WSTF felt the County needed to revise the SPA beyond just the financing plan.

Ms. Sharon Korn provided documents, copies of which were distributed to the Board and placed on file with the Clerk. Ms. Korn mentioned she was a member of the WSTF and said the original plan for the area had not been updated in 20 years. A survey was conducted on June 16 and 51 citizens responded. She reviewed the answers to the survey questions, noting many citizens were confused why anyone would want to develop this far from town. She summarized a majority of those who took the survey wanted to live in a rural area away from overdevelopment and many were concerned about the future of the valley.

Mr. Marshall Todd, a member of the WSTF, stated he purchased his home to be alone. He said he was aware of the SPA plan but was not aware the area was zoned to include lots smaller than one acre. He expressed concern about having to pay for improvements that would only benefit developers. He wanted the SPA plan to be reexamined before additional projects were approved and for developers to pay for all improvements through impact fees. He suggested any homeowner on the periphery of the SPA on a lot larger than in 40 acres should be exempt from any development costs.

Mr. Larry Johnson, President of the Palomino Valley General Improvement District (PVGID), asked for additional time since the GID represented 500 residents. Chair Berkbigler obliged and gave him five minutes.

Mr. Johnson explained both the financing plan and the development agreement required certain roads be developed along with community water and sewer systems. Unfortunately no parks, fire stations, or water treatment plants were built. He noted small developers signed development agreements that referenced the special plan and financing plan requirements but the developments proceeded without following those agreements. They had the option of building the improvements or the County could give funds to the PVGID to design and construct the roadways. He noted the development that occurred happened along a narrow strip along Broken Spur Road and Whiskey Springs Road, but added the roads were not built to County standards nor did the County provide the PVGID money for outside consultants. He indicated the development agreement required the formation of homeowners associations (HOAs) and the HOA fees would pay for refurbishment of that roadway. This also never happened.

Mr. Johnson noted homeowners came to PVGID meetings asking why the roads were not being improved. He pointed out a number of parcels had been sold multiple times. He recommended a revision of the Warm Springs Master Plan and the SPA, and asked that the SPA be removed from the PVGID's jurisdiction. He felt all roads within the SPA needed to be constructed to County standards and then dedicated to and maintained by the County. He acknowledged Capurro Investments, LLC should be reimbursed for surfacing costs but stated only a small amount of what was done was within the SPA; he felt Capurro Investment's reimbursement request was excessive.

Mr. Greg Dennis, member of the PVGID, noted he was on the CAB when the SPA item was heard and he was the only one to vote 'no'. He appreciated the Board's desire to fix the SPA. He agreed nothing in the area was built to Washoe County standards and there was no money to address it. The only funding available would be through development funding by turning it over to the County or a combination of HOA fees and general taxes. He felt the interpleader was a great idea but felt the Board should not give in to the developers. He suggested reviewing the Master Plan through the Planning Commission (PC) and getting public input.

Mr. Louis Test said he was the PVGID's attorney for twenty years and he indicated the major concern when the plan was proposed was maintaining roads with additional traffic. Because the developer did not intend to use a spine road, the area would be challenged with higher density and no funds to take care of its roads. He emphasized the impact of heavy construction equipment on gravel roads. He said if the County allowed this type of density it should require the developer to comply with the County's rules and regulations. The expectation was the County would take care of the paved spine roads but there was no money to pay for that. He requested that future development had to meet the same standards so the County would maintain the roads. He said the GID only received \$343 per unit, which was not sufficient to maintain the current roads.

Commissioner Herman said it seemed like the SPA could work when it began but things had not gone as planned. She acknowledged changes might need to be made but she was unsure where to start. She agreed with the developers who felt they could request their money back. She stated there were people in the valley who thought additional development would cause them grief and concerns about water. She invited further discussion and stressed the importance of having CAB meetings on a regular basis to work out solutions. She did not agree with any of the options laid out in the staff report and said any suggestions would need feedback from the citizens.

Commissioner Hartung asked who he should address legal questions to. Mr. Lipparelli replied Mr. Edwards should be asked lawsuit-related questions and Mr. Lipparelli could be asked anything else.

Commissioner Hartung remarked the original property owners paid the fees but when they sold the properties they likely added the cost of the fees into the purchase price. He wondered whether they should be refunded that money. He provided an example of making improvements to a house then adding the cost of those improvements to the sale price. He pointed out the fees in this case never improved the properties. He concluded the current property owners paid the price of those fees. Mr. Edwards responded the Statute said if they were impact fees and if improvements were not built within 10 years, the refunds should go to the current property owners. He added the judge ruled they were Nevada Revised Statute Chapter 278b impact fees.

Commissioner Hartung asked for a realistic timeframe to complete a master plan amendment if it was initiated immediately. Mr. Webb answered the bare

minimum for a simple amendment would be seven to eight months, but this would not be simple. He estimated it would take 12 to 18 months assuming consensus with the public could be reached. Mr. Webb admitted determining who would assume responsibility if provisions were removed was what made this case difficult.

Commissioner Hartung asked whether the County owned Broken Spur Road. Mr. Smith replied it did not. Prompted by other queries from Commissioner Hartung, Mr. Smith stated his familiarity with the agreements did not address earlier comments made about the County paying the PVGID money to build Broken Spur Road. Mr. Smith explained since the roads in the area were not dedicated to the County per County standards, it did not maintain them. He explained in order for the County to assume responsibility for a road, the road would have to be built, dedicated, and accepted by the Board of County Commissioners (BCC); dirt roads would not qualify.

Commissioner Hartung told a story about roads in Spanish Springs and said if the County took over the road system in Warm Springs, a Special Assessment District (SAD) would have to be created. Mr. Smith acknowledged the Spanish Springs example was one where the County accepted and maintained roadway infrastructure that was built to its standards. He explained roadway construction through a SAD program would require agreement by a minimum number of community members.

Commissioner Hartung said he would have required a supermajority and not a simple majority in the Spanish Springs example. He felt any steps taken by the Board should include a master plan amendment but there was no clear answer. He stated the first step would be to remove the requirement to collect fees because, as long as the plan was in effect, they would have to continue to do so.

Mr. Edwards confirmed Chair Berkbigler's assertion that the court dismissed all parties and claims except for the Newells' claim on their five-acre parcel. Chair Berkbigler asked why the BCC would agree to pay someone who had been dismissed by the court. Mr. Edwards explained some of the claims were dismissed because they were filed before the ten-year deadline expired; those applicants could refile.

Chair Berkbigler asked whether the PVGID covered Warm Springs. Mr. Johnson responded the boundaries of the GID were set in Statute and encompassed the entirety of Warm Springs plus areas further south along Pyramid Highway. When asked about the purpose of the PVGID, Mr. Johnson explained they maintained the existing roads inherited from the Rocketdyne rocket testing facility, few of which were paved by the company. He explained the PVGID received consolidated tax (C-tax) based on the entire population in the GID and its policy was to accept new roads that met certain standards. He indicated they also received fees assessed to all properties in the GID.

Mr. Johnson clarified right of ways were typically dedicated to the County and City but the PVGID did not own any right of ways. Chair Berkbigler confirmed the PVGID was given funds to repair and maintain the roads. When she asked whether they

were tasked by law to repair and maintain to the same standards as the County, Mr. Johnson replied they were not and could not do that.

Commissioner Hartung asked for information about Mr. Murphy's \$319,252 reimbursement request. Mr. Smith responded they received a reimbursement request for improvements done on certain right of ways in the SPA as well as work done that was not identified in the original plan. He noted the work performed did not meet the SPA requirements, which decreed they be built to County standards. He said staff verified what type of construction methodology was used and, since only a segment of those roads were identified in the SPA, he could not recommend reimbursing those funds. Mr. Smith indicated he did not know who engaged Mr. Murphy but the plan review part of the process did not happen. Commissioner Hartung felt Mr. Murphy was due some money but he did not know how to approach that.

Commissioner Herman said a developer would make the property look as favorable as possible to sell lots and that was part of his cost. She asked whether Mr. George Newell could speak. Mr. Lipparelli noted the public comment period was over but stated the Chair could allow someone to speak if a Commissioner had questions. Commissioner Herman remarked Mr. Newell was a veteran of World War II.

Mr. Newell stated the County violated the contract by failing to put the money in an interest-bearing account. Additionally they did not provide annual updates like they were supposed to. He said the County employee who determined where the money was resigned shortly afterwards. Mr. Newell alleged the money was supposed to be used for creating a spine road through the valley and, if it were not done for five or ten years, the money was supposed to be refunded to 10 individuals. He asked the Board to help.

Chair Berkbigler thanked Mr. Newell for his service to the country. She expressed concern that a GID received funding but was not required to build roads to County standards, especially if Mr. Murphy did not receive a reimbursement because his work was not up to County standards. She felt this topic needed further discussion and it possibly needed to go before the Legislature. She said she did not know how they could reimburse Mr. Murphy since they would not consider doing so in any other portion of the County if the work performed was not done to County specifications. She pointed out no one knew who issued the original contract.

Mr. Smith responded the requirements of the SPA identified what should be done and offered the pathway for reimbursement. Staff determined this was not done in this case, hence the recommendation not to approve the reimbursement. He added there were other rules around the construction and dedication of roadways since this was within a GID. He offered to discuss and consider additional potential options.

Chair Berkbigler summarized she did not support Mr. Murphy's reimbursement and work should begin immediately on a master plan amendment. She

commented the County had not been able to start that process sooner because of the lawsuit against it.

Commissioner Hartung asked for the length of the spine road, to which Mr. Smith replied it was approximately five miles. Commissioner Hartung pointed out \$800,000 would not be sufficient to build five miles of road. Regarding the assertion that the County violated the contract, he asked whether the spine road was part of the original agreement. Mr. Edwards said it was part of the SPA and the development agreements, but the five and ten-year provisions were a result of the judge's ruling that the fees were impact fees, not because of the area plan or the contracts. He said the original proposal included five and ten-year refund provisions but they were removed after an objection from the PVGID, which felt that was not enough time to complete the improvements. He indicated there would be no ten-year refund timeline without the judge's ruling. Under the court order, if improvements were not built within ten years the money should be refunded to the current property owners.

Commissioner Hartung recommended conflating options 3 and 1a in the staff report, but he was unsure how they could accommodate the options prior to a master plan amendment. He suggested continuing to collect fees as required and, once the amendment was done, refunding any fees that were collected.

Chair Berkbigler asked for the County's legal opinion as to whether the judge could change her mind. Mr. Lipparelli answered the plaintiffs' assertion that they were impact fees was what got the judge thinking along those lines. Mr. Lipparelli opined they were not impact fees because, if they were, the government would have an obligation to build something with the money in the fund; he provided an example of the Regional Transportation Commission using impact fees to build roads. He said when the agreement was approved the Commissioners decided the County would not build the roads; that would fall on the developers who would use the money the County was acting as a trustee for. He said the legal team had a difficult time agreeing that they were impact fees. If they were, the County would have failed to formulate a CIP along with other statutory obligations. He admitted the court described them as impact fees. He added if the master plan could be amended to remove the non-working finance plan, a settlement could be reached to determine what to do with fees that were already collected.

Chair Berkbigler suggested following Commissioner Hartung's suggestion to pay refunds to the current property owners in the SPA up to \$800,000 and direct staff to initiate master plan amendment activities immediately. She asked whether they should pay back the money now or hold it until a master plan amendment was finished. She also questioned whether to hold additional monies from developers until the plan was amended.

Commissioner Hartung asked whether the master plan needed revision beyond the financial portion. Mr. Webb noted the plan had not been reconsidered in a significant amount of time and it would be difficult to consider the finance component

without reviewing the other parts of the plan. Chair Berkbigler said it would be fair to get feedback from the many new residents in the community.

Mr. Lipparelli said the agenda contemplated directing planning staff to initiate master plan amendments to remove the financing portion of the plan. They could give direction on additional provisions at another meeting or forum.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried on a vote of 4 to 1 with Commissioner Herman voting “no”, it was ordered that the master plan be amended to remove the finance portion, staff be directed to include an agenda item at the next meeting to consider changes to the entire master plan, partial refunds be repaid to current property owners, and any funds collected in the interim be refunded as soon possible with the master plan amendment.

18-0509 **AGENDA ITEM 30** Public Hearing: Appeal by Red, White and Tahoe Blue of the administrative denial of licensure for the 2018 Red, White and Tahoe Blue Outdoor Festival Business License - fireworks display and directly related events on July 4, 2018 (pursuant to Washoe County Code Chapter 25 and related provisions). The Board may affirm, reverse or modify the administrative decision.

Applicant Information

Name and Address of Applicants: Red, White and Tahoe Blue, P.O. Box 3789, Incline Village, Nevada

Description of Event Location: Incline Village and Incline Beach (APN:127-280-01). Dates of the event: on July 4, 2018

Manager. (All Commission Districts.)

County Manager John Slaughter introduced the public hearing. He indicated Management Analyst Sarah Tone would present on behalf of Assistant County Manager David Solaro.

Ms. Tone conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: Red, White, Tahoe Blue 2018 Event; Washoe County Event Application Process; Red, White, Tahoe Blue 2018 Application Timeline; BCC Approval; Staff Recommendation; Considerations; and Applicant Appeal.

Ms. Tone indicated the item focused on an appeal of an administrative decision by staff to deny a business license for the Red, White, and Tahoe Blue (RWTB) 2018 festival in its entirety. She said considering its location in the Tahoe basin and the complexity of the fireworks show, the event needed to consider bi-state partnerships, regional planning, Federal Aviation Administration considerations, Coast Guard considerations, and considerations from local government to provide safety.

Ms. Tone reviewed the typical event application and approval process and noted staff provided additional efforts to move this application along to ensure the safety

of event attendees. She indicated the prepayment condition was put in place based on prior RWTB payment history. The prepayments would be used to help with County costs if they had to intervene because the conditions had not been met. She said the appellants would need to prove the ability to implement each condition, to show they had the appropriate contracts in place, and to demonstrate the ability to monitor and clean up the event. She mentioned the prepayment of services had not occurred by June 1.

Ms. Tone emphasized the event was so important to the community that staff's work on it did not stop when the appeal was denied on June 11; they worked out the traffic plan for the fireworks show. She acknowledged the applicant might have already completed the three outstanding items needed for approval. She remarked getting the Coast Guard permit and Fire permit required approval from San Francisco and Washington D.C.; the County played no role in that process other than facilitator.

Ms. Kirsten Corman, Co-Chair of RWTB, thanked the Board for hearing the appeal, as well as other employees and the Commissioners. She displayed numerous documents which were placed on file with the Clerk. Regarding questions about funding, she announced General Manager of the Hyatt Regency Resort Michael Murphy offered to cover the costs of the event. She explained many larger donors were unwilling to make donations until approval was given. RWTB provided the Hyatt with a breakdown of costs, some of which had been prepaid. She noted there was a provision that RWTB would pay the Hyatt back and she was confident that would happen.

Ms. Corman noted the Incline Village General Improvement District (IVGID) handled and paid for the Silver State Barricade & Sign contract, adding RWTB would reimburse all or half of that amount if they could. She stated implementation of that contract was approved by County staff. She reviewed an email correspondence with Lieutenant Michelle Bello explaining that contract would be revised after the \$4,000 prepayment was received.

Ms. Corman explained the Nevada Highway Patrol (NHP) required RWTB to include liability insurance on all NHP patrol cars present for the egress of the fireworks. She said they had great difficulty getting an underwriter to sign off, though they finally found one. She indicated Sergeant Mike Edgell was signing the contract and Ms. Corman should be able to provide it by the end of the day.

Ms. Corman did not realize the event chair had not worked on contracting a crane company. She worked with Bragg Crane Service on adjusting their needs. The contract had been signed and RWTB provided the \$4,000 deposit. She added they would have to pay the remainder of the funds before the day of the event.

Ms. Corman assured the Board there would be excellent communication between RWTB, the fire department, IVGID, the Washoe County Sheriff's Office, the Communication Emergency Response Team, and Pyro Spectacular. She confirmed the radio rentals were paid for and an agreement with Alpine Towing was signed to handle

parking issues. Lastly, she provided a list of ten volunteers to act as good stewards of the environment.

Regarding Coast Guard and fire permits, Ms. Corman noted there were inconsistencies between Pyro Spectacular's application and what was actually happening. She thought it was worked out and she thought the permit would be approved. She added a good indicator it would be approved was the San Francisco Coast Guard was sending two personnel to Incline Village. She mentioned North Lake Tahoe Fire District Marshal Mark Regan was waiting for Coast Guard approval.

Chair Berkbigler praised the work County staff put in. She indicated the County permitted many events and the RWTB event took more staff time than the Air Races or the Balloon Races. She admitted it was an important event but she emphasized it could not happen this way the following year. She felt Commissioner approval would be based on the time County staff put in. She acknowledged the Cormans came into the process very late and they did a lot of work but reiterated preparations for 2019 needed to start right away. She estimated staff spent more than 160 hours on the event.

Commissioner Lucey praised the work the Cormans did but stressed the importance of meeting the guidelines. He stated it was a legacy event that people attended regardless of marketing, many of whom were not Nevada residents. He remarked it was a security concern for Incline Village residents, especially if there was only one deputy on shift, without the County's subsidization. He said the Board needed to protect residents, businesses, and assets in Incline Village, all while making the RWTB staff feel comfortable pulling off an event.

Commissioner Lucey supported having the fireworks show but acknowledged the traffic concerns if there was no mitigation in place. He noted the Hyatt Resort was selling tickets but was happy they were willing to pay the \$106,000 bill. He mentioned he would take the item to the Reno Sparks Convention and Visitors Authority board to seek additional funding because it was a legacy event that was known regionally. He stressed the concern was less about the event and more about protecting citizens. Chair Berkbigler said she spoke to the owner of the Hyatt Resort and was delighted he was helping out.

Commissioner Hartung asked what would happen if the BCC approved the event but the Coast Guard did not. Ms. Tone replied staff recommended the Board's approval should depend on the County Manager's final signature, which would be given only if the event received Coast Guard approval. Chair Berkbigler pointed out the Coast Guard owned the waters so the event could not happen without their approval anyway. Ms. Tone said staff understood the risk in approving the event without Coast Guard approval, which was why staff made their recommendation. She added the fire permit could not be obtained without the Coast Guard permit.

Commissioner Hartung expressed frustration the event got this far without so many approvals and agreed planning for 2019's event needed to start immediately. Co-

Chair of RWTB Jeffrey Corman confirmed that was the plan and reiterated RWTB would work in conjunction with the Hyatt Resort. Commissioner Hartung expressed concern at the process for approving this year's event.

On the call for public comment, Mr. Andy Chapman, President of the Incline Village/Crystal Bay Visitor Bureau, thanked the Board and County staff for their time, as well as the Cormans. He stated the fireworks were the economic engine for tourism-based communities the Bureau represented. He acknowledged the safety concerns being addressed and encouraged the Board to approve the fireworks permit only. He noted there should be more discussions in the community regarding the fireworks event, possibly even separating it from the larger RWTB event to get approvals in a timely matter.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the administrative denial of Red, White and Tahoe Blue's licensure for the 2018 Red, White and Tahoe Blue Outdoor Festival Business License be modified as listed in the staff report, and only with the approval of the Coast Guard and final approval of the County Manager acknowledging permits being submitted and associated contracts.

18-0510 **AGENDA ITEM 29** Public hearing to approve with conditions, or deny, an Outdoor Festival business license application for The Lantern Fest. The Lantern Fest is described generally by the applicant as a family-oriented outdoor entertainment event and concert that culminates with the release of several thousand sky lanterns (paper lanterns lifted aloft by a small open flame source). If approved, authorize the Director of the Planning & Building Division, Community Services Department, to issue the license when all pre-event conditions have been completed and all required business license fees have been paid.

- Applicant: Spencer Humiston on behalf of Happy Fun Events, LLC
- Event Location: Wild West Motorsports Park; 12005 East Interstate 80 (Exit 23, Mustang, off Interstate 80)
- Date of Event: June 30, 2018 (with a delay date of July 1, 2018)
- Estimated attendance: The event organizer estimates between 5,000 and 9,000 persons will take part in the event

Additional details of the event are included in the application. Community Services. (Commission District 4.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of Agenda Item 29. There being no response, the hearing was closed.

County Manager John Slaughter noted the applicant requested the item be withdrawn. Chair Berkgigler said it would be pulled for fire concerns until October.

18-0511 **AGENDA ITEM 15** Recommendation to award Request for Proposal No. 3042-17 for Inmate Medical Services to the most responsive and responsible bidder, NaphCare, Inc., in the proposed amount of [\$7,051,900.44] for period July 1, 2018 to June 30, 2019, and in the proposed amount of [\$7,051,900.44] for period July 1, 2019 to June 30, 2020. If approved, authorize Purchasing and Contractors Manager to execute agreement. Sheriff. (All Commission Districts.)

County Manager John Slaughter stated his office was committed to working with the Sheriff's Office (SO) in a robust Request for Proposal (RFP) process. The recommendation to proceed with the agreement with NaphCare Inc. was made both by his office and the SO. He indicated there had been a number of changes over the prior year related to inmate medical services that would improve services, communication, and outcomes experienced at the jail.

Commissioner Jung invited Senior Vice President for NaphCare John Donahue to the podium to answer questions.

Commissioner Hartung mentioned he and Mr. Slaughter toured a facility in Las Vegas and noted some changes NaphCare intended to make would mirror what was happening in Las Vegas. Mr. Donahue stated mental health and detoxification issues were important in the industry and NaphCare had made strides in those areas. The plan was to roll out protocols in the Washoe County detention facility as well as increased responsibility for the mental health of the inmate population.

Commissioner Hartung asked why the County should give NaphCare the contract. Mr. Donahue replied NaphCare was a leader in the industry in medical services, as well as mental health, dialysis, dentistry, and nursing services. He lauded the company's transparency and open communication, and said they proved themselves in a number of audits. He described the company as proactive and progressive.

Commissioner Hartung said he liked the idea of having a dialysis unit available. Mr. Donahue said he was unsure of the contract but a machine could be made available in the community. Commissioner Hartung noted the Las Vegas had a sanitary room for their dialysis machine. He stressed there were a large number of mental health patients in the detention facility and said there needed to be a different solution. Commissioner Hartung added mental health issues were exacerbated by the use of drugs and alcohol.

Commissioner Hartung said he was impressed with the Las Vegas facility and remarked he felt it was not contrived for their benefit. Mr. Donahue assured him the tour represented the daily operation of the Clark County Detention Center.

Commissioner Hartung addressed assertions that had been made that the Commission was complicit in the organizational operation of the SO. He conceded the Board oversaw the budget but not the day-to-day operations; the latter was the job of the

Sheriff. He asked how the facility handled inmates who were brought to the facility in an unapproved restraint. Deputy Chief Tom Green responded it was the facility's policy not to accept any prisoner in an unapproved restraint. The arresting agent would have the option to remove the unapproved restraint, at which time medical staff would evaluate the person and determine whether the facility would accept them.

Commissioner Lucey pointed out that a lack of communication between NaphCare and the Board of County Commissioners (BCC) was a major complaint. He asked for commitment for an upgraded level of communication with both the SO and the BCC. Mr. Donahue gave that commitment and recommended having quarterly meetings. Commissioner Lucey suggested setting up status meetings between the County Manager, the Chair, and the Vice-Chair.

Commissioner Lucey mentioned there were concerns about maintaining staffing levels at the jail and asked how that would be addressed. Mr. Donahue answered open communication resulted in the SO getting background checks for nurses and ensured they could begin work at the jail. He indicated NaphCare had provided staffing according to the contract for the prior year and they had an active recruiter in Las Vegas working exclusively on the West Coast. The goal was to recruit qualified staff members with salaries comparable to those in the community.

Commissioner Jung expressed concern about a treatment center that closed because it lost its staff to a new behavioral health clinic which paid more. He asked what NaphCare would do to ensure that situation would not happen, adding their response in past was they could not find qualified employees. Mr. Donahue agreed that was not an acceptable response. He said they considered all aspects of the nation, including how to recruit people from California. He explained there was a shortage of nurses across the country but they would work daily to meet contract obligations.

Commissioner Jung said she toured the County jail and a competitor's facility in St. Louis, Missouri. She felt the County did its due diligence and this was the best bid on the market.

Chief Deputy Green added that language was included during the RFP process requiring any interested company to provide pay commensurate with local hospitals, which had not been done in the past. They also included a provision where the County Manager would receive the same reporting as the SO to ensure good collaboration.

There was no response to the call for public comment.

Mr. Slaughter recognized Purchasing Contracts Manager Pamela Mann, Assistant County Manager Kate Thomas, and Captain Jeffrey Clark, adding many of the changes that had been made were a direct result of Captain Clark's work. He thanked staff for their efforts.

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

18-0512 **AGENDA ITEM 28** Public hearing: For possible action to (1) consider a report of each property delinquent on its utility charges and the amount of each property's delinquency, along with any objections to the report; and (2) After considering the report and any objections to it, determine whether to adopt the report and correspondingly adopt a Resolution to collect delinquent utility charges on the tax roll. Community Services. (All Commission Districts.)

County Manager John Slaughter introduced the public hearing.

Commissioner Hartung asked whether the County would foreclose on the subject properties and put them up for sale. Division Director of Finance and Administration Ben Hutchins explained they would put a lien on the property and add it to the tax roll. The owners would be responsible to pay for it through the tax roll process.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 28 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

* * * * *

Mr. Slaughter indicated the Board would take a recess to hold a closed session and suggested the Board hear public comment first. Deputy District Attorney Paul Lipprelli recommended opening the closed session item and the final public comment would happen after all action items were completed.

18-0513 **AGENDA ITEM 31** Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

2:01 p.m. On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220 to be held after Agenda Item 33.

Deputy District Attorney Paul Lipparelli clarified after Board of County Commissioner (BCC) meeting recessed the Board would hold a closed session; the BCC meeting would adjourn after closed session in the Caucus Room. The mover and seconder agreed.

18-0514 **AGENDA ITEM 33** Announcements/Reports.

Commissioner Lucey recommended the Warm Springs Specific Area Plan be brought back at a later meeting for further review beyond just the finance portion. He added he wished to speak with County Manager John Slaughter about ideas for the South Valley Regional Park area.

2:03 p.m. **The Board recessed for a closed session.**

18-0515 **AGENDA ITEM 32** Public Comment.

There was no response to the call for public comment.

* * * * * * * * * *

2:37 p.m. There being no further business to discuss, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk*

**AGREEMENT BETWEEN
NEVADAWORKS
AND
WASHOE COUNTY
FOR GENERAL ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this 9 day of May, 2018, between NEVADAWORKS, a separate legal and administrative public agency pursuant to NRS 277.120, hereinafter referred to as "NEVADAWORKS", and WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, NEVADAWORKS was created by a Cooperative Agreement between Carson City and the Counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine to administer federally funded workforce development activities under the Workforce Innovation and Opportunity Act, Public Law 113-128, hereinafter referred to as "WIOA"; and

WHEREAS, NEVADAWORKS has been designated as the Administrative Entity for purposes of administering WIOA programs in the Northern Nevada Workforce Development Area; and

WHEREAS, NEVADA WORKS is the Grant Recipient of WIOA funds, on behalf of the Local Elected Officials, which funds are received from the State of Nevada, Department of Employment Training and Rehabilitation; and

WHEREAS, this grant includes funds whereby the Administrative Entity administers the grant and performs certain administrative functions in compliance therewith; and

WHEREAS, NEVADAWORKS entered into similar contracts with Washoe County during fiscal years 2008 through 2013, and 2014 through 2018 to obtain general administrative services;

NOW THEREFORE, in consideration of the provisions, covenants and conditions hereinafter set forth, the parties do agree as follows:

18-0473

SECTION ONE
SERVICES

The COUNTY, by and through its various departments, agrees hereby to provide certain administrative services to NEVADAWORKS. The nature of the primary administrative services are detailed in Exhibit A, attached hereto, and incorporated by reference as if fully set forth herein. All requests for services to be provided must be effectuated through the procedures established by this Agreement, its exhibits, and all NEVADAWORKS and COUNTY procedures.

SECTION TWO
DURATION OF CONTRACT

This Agreement shall remain in force for an initial period of one year, from July 1, 2018, to and including June 30, 2019, unless modified or terminated in accordance with the provisions set forth in Section Six below. Thereafter, this Agreement may be renewed automatically for one year periods with the first renewal period beginning on July 1, 2019 and then each July 1 thereafter with the last renewal period beginning July 1, 2022 and ending on June 30, 2023, unless either party notifies the other in writing not later than May 1 of each year that it desires to terminate the Agreement. During each year of the four renewal periods, the amount paid to the COUNTY as set forth in Section Seven shall be recalculated by the COUNTY – and shall not increase by more than 5% annually. The COUNTY shall provide the updated annual charge by May 1 each year.

In the event the Agreement is still in force and effect in January of 2023 and the parties desire to continue some or all of the services as set forth herein, or to add additional services, the parties agree to negotiate regarding the continuation of services beyond July 1, 2023. At such time, the parties will consider any changes in the type of services provided by the COUNTY and the staff time and resources spent by the COUNTY in providing such services. Should the parties reach mutual agreement in the scope of services and the cost to the COUNTY of providing such services, the parties may enter into a new agreement to reflect changed terms and conditions. Nothing herein, however, required either party to reach agreement.

SECTION THREE
APPLICABLE LAW

This Agreement and the performance rendered by the parties pursuant to this Agreement shall be governed by all applicable Federal statutes and regulations, the statutes of the State of Nevada, the Washoe County Code and any amending ordinances of Washoe County then in effect, and all procedures and regulations of NEVADAWORKS currently in effect. It shall be the responsibility of the Chief Executive Officer of NEVADAWORKS or his/her designee to notify the COUNTY, in a timely fashion, of any changes in applicable Federal or State statutes and regulations which may affect the nature of the contracted services or the procedures or reporting requirements. It shall be the responsibility of the COUNTY to notify in writing in a timely fashion of any changes in applicable state or local law, or any changes in internal COUNTY procedure which affect the contracted services or procedures to be followed or reporting requirements. In the event changes in law, regulation or procedure requires amendment to this Agreement, the parties agree to negotiate over such changes and if able to reach agreement thereon, to reduce the agreement to a written amendment. In the event the parties are unable to negotiate an amendment, then either party may terminate this Agreement as provided in Section Six below.

SECTION FOUR
HOLD HARMLESS/INDEMNIFICATION

Without waiving their intention to assert available NRS Chapter 41 liability limitations, if applicable, NEVADAWORKS and the COUNTY agree to hold harmless, indemnify and defend each other, their respective officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise, resulting from any claim, demand, suit or action or cause of action based upon bodily injury including death, or property damage, including damage to either's property, caused by any action either direct or passive, the omission, failure to act, or negligence on the part of either party's employees, agents, representative or subcontractors, arising out of or connected with the performance of work under this Agreement.

SECTION FIVE
INSURANCE

INDUSTRIAL INSURANCE

It is understood that the COUNTY shall not provide any industrial insurance coverage for NEVADAWORKS or any of its subcontractors. NEVADAWORKS agrees to provide the COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

SECTION SIX
MODIFICATION/TERMINATION

The COUNTY and NEVADAWORKS mutually agree that this Agreement may be modified at any time upon the mutual consent of both parties which shall be reduced to a written amendment signed by both parties. Services provided by the COUNTY pursuant to this Agreement may be deleted or added as needed and requested by NEVADAWORKS consonant with the COUNTY'S ability to provide those services. In the event services are to be added or deleted, such addition or deletion can only be accomplished through a written amendment to this Agreement.

Either party may terminate this Agreement, or any portion thereof, upon sixty (60) days' written notice to the other party for any reason whatsoever. In the event of a termination of this Agreement as herein outlined, the COUNTY agrees to make its best efforts to ensure a smooth transition of information and documentation to the succeeding contractor of NEVADAWORKS who undertakes to provide those services.

In the event the COUNTY fails to appropriate or budget funds for the purposes as specified in this Agreement, NEVADAWORKS hereby consents to the termination of this Agreement. In such event, the COUNTY shall notify NEVADAWORKS in writing and the Agreement will terminate on the date specified in the notice. Both parties understand that a funding out provision is required under NRS 244.320 and NRS 354.626.

Further, this Agreement at all times shall be contingent upon administrative funding by NEVADAWORKS' Grantor, the State of Nevada. In the event that NEVADAWORKS funding by the State of Nevada is reduced or eliminated, the COUNTY hereby consents to the termination of this Agreement. In such event, NEVADAWORKS shall notify the COUNTY in writing and the Agreement will terminate on the date specified in the notice.

SECTION SEVEN
PAYMENT

The total contract amount for all services as outlined in Exhibit A for the first year of this Agreement (fiscal year July 1, 2018 through June 30, 2019) shall be \$5, 818.00 for the period July 1, 2018 through June 30, 2019. The amount is calculated based on the same methodology used in the County's Indirect Cost Allocation Plan, which is the ratio of Nevadaworks full time equivalent employees (FTE's) to total Washoe County FTE's multiplied by the County's personnel costs for general accounting, payroll, and health benefits administration, and shall not increase by more than 5% annually .

For the subsequent years this Agreement is in force and effect, and unless the parties have entered into a written amendment to add or delete services and have modified the payment schedule, the amounts paid by NEVADAWORKS will be based on the County's Indirect Cost Allocation Plan.

An annual payment for services rendered for the fiscal year as provided herein pursuant to this Agreement will be assessed within the first quarter of the fiscal year, and paid to the COUNTY no later than December 31 of each year this Agreement is in effect. The COUNTY shall maintain accounting records satisfactory to NEVADAWORKS' auditors and in compliance with generally accepted accounting standards.

In the event of cancellation or termination pursuant to Section Six of this Agreement, NEVADAWORKS shall be liable for services already rendered as provided for in this Agreement, prorated to the date of termination.

SECTION EIGHT
AUDITS

The COUNTY hereby agrees to make its records available to any authorized State of Nevada, Department of Labor and/or NEVADWORKS independent auditors when and if such is required by applicable regulations promulgated by the State of Nevada or the United States Department of Labor.

SECTION NINE
EFFECTIVE DATE

The parties agree that this Agreement shall be effective upon passage and approval by the respective governing bodies of both parties with an effective date of July 1, 2018. It will remain in effect unless terminated pursuant to Section Six.

SECTION TEN
NOTICES

Notices required or permitted under this Agreement shall be sent or delivered as follows:

TO NEVADAWORKS:

Chief Executive Officer
6490 South McCarran Boulevard
Building A, Suite 1
Reno, Nevada 89509-6124

TO COUNTY:

Washoe County ACM
Finance & Administration
P.O. Box 11130
Reno, NV 89520-0027

SECTION ELEVEN
NON-ASSIGNABILITY

Both the COUNTY and NEVADAWORKS hereby agree that neither one shall assign, sublet, transfer or delegate its interest or required performance in this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

**COUNTY OF WASHOE, by and through
Its
Board of County Commissioners**

BY: Marka Burkholder
Chairman
Washoe County Commission

Date: June 26, 2018

ATTEST:
Janey L. Parent
COUNTY CLERK



NEVADAWORKS

By: John T. Turman
Chief Executive Officer

Date: May 9, 2018

EXHIBIT A

Scope of Services

A. Payroll

- a. The COUNTY shall:
 - i. Provide the accurate processing of employee compensation data, and payroll remittances to NEVADWORKS employees, based on its regular payroll schedule.
 - ii. Remit to the appropriate State and Federal agencies via payroll deductions for:
 1. Federal Income Taxes
 2. Medicare
 - iii. Prepare and submit required tax reporting and annual employee IRS forms W-2.
 - iv. Provide NEVADAWORKS, after each pay period an accounting of the required payment for each employee's salaries and benefits, retirement and health insurance premium costs and administrative costs as specified in this Agreement.
- b. NEVADAWORKS shall:
 - i. Timely provide to the COUNTY timesheets or similar timekeeping documents for each employee for the purposes of processing payroll by the COUNTY.
 - ii. Provide to the COUNTY all Personnel Action Forms and other appropriate payroll documentation for employee changes of status and new hires.
 - iii. Provide to the COUNTY accrual rates and usage rates by employee for annual leave, sick leave, special leave (military, maternity, other), and paid holidays.
 - iv. Provide to the COUNTY annual insurance certification per NRS 616B.627 showing coverage per NRS 617.210
 - v. Remit the required amount to the COUNTY TREASURER for deposit into the Nevadaworks Fund 712, a restricted account within the COUNTY'S Other Restricted Fund, to reimburse the COUNTY for these costs. Any balance in the account shall be invested in the COUNTY Investment Pool, and any investment realized earnings or losses will be deposited or deducted in that account.
 - vi. Pay premiums and file required reports for worker's compensation and unemployment insurance directly to the appropriate entities.

- vii. Remit the required amounts for employees who participate in NEVADAWORKS deferred compensation plan (VOYA).

B. Retirement Benefits

- a. The COUNTY shall:
 - i. Remit the required NEVADAWORKS retirement contributions to the State of Nevada Public Employees Retirement Plan (PERS).
- b. NEVADAWORKS shall:
 - i. As a public employer for purposes of coverage in the State of Nevada PERS, provide to the COUNTY all necessary information required to allow the COUNTY to fulfill employer responsibilities on behalf of NEVADAWORKS employees.
 - ii. Agree to notify the COUNTY promptly if NEVADAWORKS status under PERS changes.

C. Health and Life Insurance Benefits

- a. The COUNTY shall:
 - i. Administer the health and life insurance benefits for NEVADAWORKS employees, including determination of annual premiums, eligibility and enrollment, processing of claims, account reconciliation, and reporting.
 - ii. Provide to NEVADAWORKS monthly financial reports to include, but not limited to, account balances, journal entries, detailed general ledger transactions, and pooled investment reports.
 - iii. NEVADAWORKS employees are eligible to participate in the COUNTY'S health and life insurance plan.
- b. NEVADAWORKS:
 - i. Employees are not eligible for the COUNTY'S post-employment health benefits.
 - ii. NEVADAWORKS is a separate legal and administrative public agency pursuant to NRS 277.120, therefore employees of NEVADAWORKS are employees of that separate public agency and not employees of the COUNTY. As such, NEVADAWORKS employees are not covered by COUNTY personnel ordinances, regulations, and procedures, and are not included in nor eligible to participate in any COUNTY employee assistance program, EEO plan, violence policy, internet/intranet policies, Section 125 flexible benefit plan, 401(a) discretionary contribution plan, or any other plans, programs, or policies applicable to COUNTY employees.

RESOLUTION Increase the change funds at local library branches by (\$865.00), bringing the total of funds assigned to (\$1,910.00), to enable Washoe County Library Systems to provide better customer service.

WHEREAS, The Board of County Commissioners of Washoe County, pursuant to NRS 354.609, has the authority to create and fund change and petty cash fund accounts; and

WHEREAS, Washoe County Library System has made a request for an increase in the change funds of (\$865.00) bringing the total assigned to (\$1,910.00) to make change for library patrons; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA as follows:

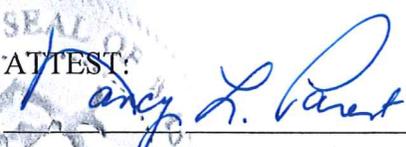
1. That, pursuant to the provisions of NRS 354.609, the County Treasurer and the County Comptroller are hereby authorized and directed to take all necessary steps to increase said change fund in the amount of totaling (\$865.00), from the general fund of the county for Washoe County Library System.
2. That said cash fund is used exclusively for transactions related to the Washoe County Library System cashiering.
4. That the Washoe County Library System Director shall henceforth be held accountable for the (\$865.00) change fund increase authorized by this resolution.
5. That the County Clerk is directed to distribute copies of this Resolution to the Washoe County Treasurer, Comptroller, Internal Auditor, Library System and the Nevada Department of Taxation.

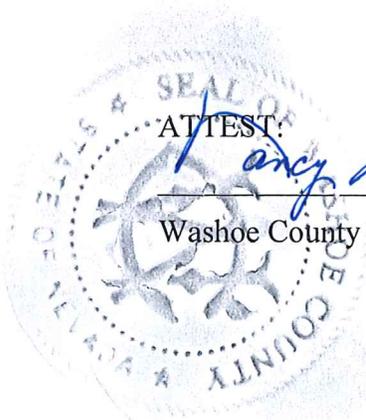
ADOPTED this 26th of June 2018

WASHOE COUNTY COMMISSION

By: 
Marsha Berkbigler, Chair
Washoe County Commission

ATTEST:


Washoe County Clerk



18-04105

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES FOR THE 2018-2019 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2018-2019 fiscal year; and

WHEREAS, the Board of County Commissioners is required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2018, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS, to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2018-2019 as certified and levied are shown on the attached exhibit; and

BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibit; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Washoe County Treasurer, the Washoe County Comptroller, and the Washoe County Manager's Office.

Adopted this 26th day of June, 2018.

Marilyn Berthel
Chair, Washoe County Commission

Attest:

Nancy L. Paret
County Clerk



18-0476

RESOLUTION
TO AUGMENT THE FISCAL YEAR 2018 BUDGET OF THE
WASHOE COUNTY GENERAL FUND AND OTHER RESTRICTED SPECIAL REVENUE
FUND

WHEREAS, total resources (revenues and other financing sources) of the General Fund of Washoe County were originally budgeted to be \$332,874,855 on July 1, 2017; and

WHEREAS, the total available resources are now determined to be \$333,000,725.

WHEREAS, said additional unanticipated resources are as follows:

Medical Examiner Fees	\$114,124
PS Reimbursements	\$ 11,746

WHEREAS, there is a need to apply these excess proceeds in the General Fund.

WHEREAS, total resources (revenues and other financing sources) of the Other Restricted Special Revenue Fund of Washoe County were originally budgeted to be \$13,726,859 on July 1, 2017; and

WHEREAS, the total available resources are now determined to be \$13,742,256.

WHEREAS, said additional unanticipated resources are as follows:

Court Fines and Fees	\$ 15,397
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WHEREAS, there is a need to apply these excess proceeds in the Other Restricted Special Revenue Fund.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That Washoe County shall augment its Fiscal Year 2018 budget by appropriating \$125,870 for the General Fund and \$15,397 for the Other Restricted Fund, thereby increasing its appropriations as follows:

<u><i>Increase Revenues</i></u>	
C153010-460341 – Medical Examiner Fees (General Fund)	\$ 114,124
C153010-485127 – PS Reimbursements (General Fund)	\$ 11,746
IN20441-471200 – Court Fines and Fees (Other Restricted Spec. Rev. Fund)	\$ 15,397
Total Increase in Revenues	\$ 141,267

<u><i>Increase Expenditures</i></u>	
C153010-701110 -- Base Salaries (General Fund)	\$ 92,870
C153010-710210 – Software Maintenance (General Fund)	\$ 22,000
C153010-710300 – Operating Supplies (General Fund)	\$ 11,000
IN20441-710200 – Service Contracts (Other Restricted Spec. Rev. Fund)	\$ 15,397
Total Increase in Expenditures	\$ 141,267

18-0477

Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Office.

Adopted this 26th day of June, 2018.

Marilyn Berkbig
Chair, Washoe County
Board of County Commissioners

ATTEST:

Nancy L. Rant
County Clerk



**RENEWAL TO AGREEMENT FOR APPOINTED COUNSEL
ADMINISTRATOR SERVICES**

This second Addendum to the Agreement for Appointed Counsel Administrator Services, between Robert Bell, Esq., hereinafter "Administrator" and Washoe County, a political subdivision of the State of Nevada, hereinafter "County", is made and entered into this 1st day of July, 2018.

WITNESSETH:

WHEREAS, Administrator and County entered into the Agreement for Appointed Counsel Administrator Services, hereinafter "the Agreement", on July 1, 2013, which Agreement; and

WHEREAS, the Agreement presently provides that the parties have the option to renew for an additional term upon mutual agreement; and

WHEREAS, the current Agreement sets forth specific professional services to be provided by the Administrator; and

WHEREAS, the implementation of the Model Court Plan has created the continued need for services to be provided by the administrator; and

NOW THEREFORE, it is hereby agreed as follows:

1. Services to be Performed:

The Administrator will provide the professional services specified in the original agreement, this includes, without limitation, the following:

- a. For all Class A felony cases with the possibility of a life sentence or death penalty:
 - i. review all cases including facts and charges to determine the potential of trial versus settlement
 - ii. recommend appointment of counsel and hold a meeting to discuss the details of the case, set an estimated cost for the case for representation and other defense costs
 - iii. prepare orders for appointment of counsel
 - iv. monitor the progress and accumulated cost for the case
 - v. review and approve motions to pay interim and/or final costs in the case
 - vi. prepare and file orders or notices with the court, distribute copies to the parties and the appropriate agency for payment
- b. Prepare notices regarding fees and costs in all other less serious cases or cases that do not require State approval; file with the court; and, distribute copies to parties and to the appropriate agency for payment

18-0178

- c. review new motions and requests, including invoices, time sheets and attorney expenditures for accuracy and ensure they are within statutory parameters
 - d. review the court's filing database for additional information; meet directly with court clerk staff
 - e. review each Motion Request for appointment of counsel, attorney fees, investigative, expert witness, interpreters, and motions for transcripts; review attorney's and expert's time and expense sheets to pre-authorize future expenses
2. Term: the term of this addendum shall commence July 1, 2018 through December 31, 2018.
3. Compensation: County agrees to pay Administrator six (6) monthly installments of \$12,875 totaling a not to exceed amount of \$77,250.00.

All other paragraphs of the Agreement shall remain unchanged.

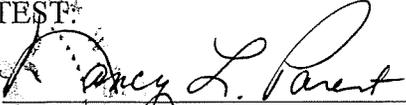
Dated this ___ day of June, 2018.

Robert Bell, Esq.

_____ Date: _____

Washoe County, Nevada
Acting by and through its Board of County Commissioners

By: 
John Slaughter, County Manager

ATTEST:
By: 
County Clerk



Date: June 26, 2018

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
FOR THE TESTING AND TRAINING CONNECTED TO SELF-CONTAINED
BREATHING APPARATUS (SCBA) EQUIPMENT**

This Agreement is executed and entered into this 22nd day of May, 2018, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires equipment to ensure National Fire Protection Association (hereafter referred to as "NFPA") compliance for SCBA testing to perform its public safety duties;

WHEREAS, WCSO possesses SCBA testing equipment resources and has agreed to make such equipment available to the TMFPD;

WHEREAS, TMFPD has the training, knowledge and qualifications to conduct SCBA fit testing;

WHEREAS, WCSO has the need for such SCBA fit testing to occur annually;

WHEREAS, it is deemed that the equipment of WCSO and the Qualifications of TMFPD hereinafter set forth are necessary for both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective May 22, 2018.
2. **TERM OF AGREEMENT.** This Agreement shall continue for one (1) years from the effective date of this Agreement, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.

18-0479

3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
 - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement 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 herein as:

Truckee Meadows Fire Protection District
Attn: Fire Chief
PO Box 11130
Reno, Nevada 89520

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
 - a. Any required repair, testing, shipping or replacement costs of the WCSO PosiCheck and WCSO fit testing machine.
 - b. Any repair, testing or replacement costs for SCBA packs, components, parts and masks.

- c. Delivery and pick up of the SCBA packs and masks for testing purposes.
- d. One file cabinet with four drawers.
- e. One lap top computer to support the testing system.
- f. Provide one color printer and printer cartridges for record keeping.
- g. Any repair, hydrostatic testing, or replacement of SCBA cylinders.
- h. Ensure WCSO staff is compliant with NFPA, OSHA and manufacturer standards.
- i. Maintain all inspection records for FIT Testing.
- j. Provide lap top and fit testing equipment to test WCSO employees.

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. Inspect and repair all WCSO SCBA on an annual basis, adhering to NFPA and Occupational Safety and Health Administration (hereafter referred to as "OSHA") standards.
- b. Notify the WCSO of any identified issues or concerns connected to the testing equipment, SCBA bottles or any support equipment.
- c. Provide training material to WCSO staff as it relates to SCBA inspection, to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.
- d. Assist WCSO staff with compliance of NFPA, OSHA and manufacturer standards.
- e. Upon request conduct SCBA mask fit testing for WCSO employees
- f. Maintain all inspection records for SCBA Equipment

8. **COST OF SERVICES.** Each agency agrees to the following terms of this agreement.

- a. Upon request TMFPD agrees to inspect and repair SCBA equipment at no labor cost to WCSO. All parts for repair will be purchased by WCSO
- b. WCSO agrees to pay TMFPD for Fit Testing, not to exceed \$45.00 per hour straight time or \$63.00 per hour for overtime.
 - i. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter (15 minutes) for time less than one full hour after that.
- c. WCSO shall tender payment to TMFPD within 30 days of receipt of invoices.

9. **RECORD MAINTENANCE.** TMFPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSO, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all WCSO, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, testing records, training logs, repairs records, invoices and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

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 Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.
13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WSCO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.
14. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located with TMFPD, as defined in this agreement, shall remain the property of the WCSO.
15. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the equipment at the expense of the WCSO. The other participating Agency shall cooperate in the conduct of such a performance audit.
16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.

17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.
18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
19. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **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.
22. **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 Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada without resort to conflict of laws principles. The parties consent to venue and jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.

25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
28. **THIRD PARTY BENEFICIARY RIGHT**~~Error! Bookmark not defined.~~ This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

IN WITNESS THEREOF, the parties hereto have approved this Interlocal Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

BY:

Marsha Berkgigler
Marsha Berkgigler, Chair

DATE:

June 26, 2018

ATTEST:

BY:

Nancy L. Parent
Nancy Parent, Washoe County Clerk

DATE:

June 22, 2018

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

BY:

Marsha Berkgigler
Marsha Berkgigler, Chair

DATE:

May 22, 2018

ATTEST:

BY:

Nancy L. Parent
Nancy Parent, Washoe County Clerk

DATE:

May 22, 2018

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Corrections (NDOC)
5500 Snyder Ave., Bldg. 17
Carson City, NV 89701
Contact: Michele Killian, Contracts Manager
Phone: (775) 887-3333 Fax: (775) 887-3343
Email: mlkillian@doc.nv.gov

And

Washoe County on Behalf of
The Washoe County Sheriff's Office (WCSO)
911 Parr Boulevard
Reno, NV 89512-1000
Contact: Trish Beckman
Phone: (775) 328-2837
pbeckman@washoecounty.us

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

WHEREAS, it is deemed that the services of the **WASHOE COUNTY SHERIFF'S OFFICE** hereinafter set forth are both necessary to the **NEVADA DEPARTMENT OF CORRECTIONS** 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 upon Board of Examiner's approval retroactive to July 01, 2018, through June 30, 2019,** 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 federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

1810-81

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: WCSO ANNUAL SERVICE AGREEMENT
EXHIBIT B: WCSO SCOPE OF SERVICES

7. CONSIDERATION. The Washoe County Sheriff's Office agrees to provide the services set forth in paragraph (6) with the total Contract or installments payable: upon satisfactory completion of services as set forth in Exhibit B and submission of invoice, not exceeding \$12,977.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer

code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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 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 SHERIFF'S OFFICE

Chuck Allen 6/4/18
Chuck Allen Date

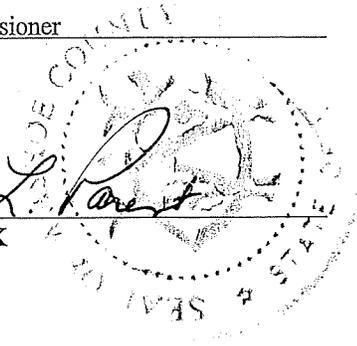
Washoe County Sheriff
Title

WASHOE COUNTY

Marsha Berkgigler
Marsha Berkgigler Date

Chair, Washoe County Commissioner
Title

ATTEST: Nancy L. Parent
WASHOE COUNTY CLERK



NEVADA DEPARTMENT OF CORRECTIONS

John Borrowman Date

Deputy Director of Support Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form and compliance with law by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)



Chuck Allen, Sheriff

WASHOE COUNTY
SHERIFF



February 7, 2018

INSPECTOR GENERAL PAMELA DEL PORTO
NV DEPT OF CORRECTIONS
P O BOX 7011
CARSON CITY, NV 89702

Dear INSPECTOR GENERAL DEL PORTO,

Greetings, it is that time of year when you will need to select your Washoe County Sheriff's Office Forensic Science Division contract option. Please carefully review the attached scopes of work for contractual offerings in option A and B. We will continue to offer a non-contract hourly rate as option C. All agencies must have an A or B contract for DNA testing. Below is a list of payment options for Washoe County Sheriff's Office Forensic Science Division services for fiscal year 2018-2019. Toxicology services will continue to be billed separately.

The contract fee is based on 0.38% against our projected budget of \$5,212,456. The projected budget includes funding for additional personnel needed based on the State's sexual assault kit mandate (AB97). Fees from these contracts only cover 25% of our budgetary expenditures. Federal grant funding the Forensic Science Division is awarded and court assessed fees in the amount of \$500,000 are not part of the equation used to calculate your contract amount, but are a financial benefit to all customers and stakeholders. Additionally, we provide other services such as court testimony and case staffings at no additional charge.

After reviewing the option lists describing the three different service options, indicate your selection below:

_____ **Option A** is an annual service agreement including full forensic services. This is offered at an estimated cost to your agency of \$19,964.

Option B is an annual service agreement including full scientific discipline services and no crime scene/photo laboratory services. If crime scene services are needed during this period they are offered at a rate of \$250.00/investigator/hour. A separate fee schedule is also available for photo laboratory services. This is offered at an estimated cost to your agency of \$12,977.

_____ **Option C** is offered at a rate of \$250/hour in any forensic discipline. DNA services cannot be provided under Option C.

Please **do not** pay any fees now. Indicate your selection and mail back by **March 20th** to: Washoe County Sheriff's Office, Forensic Science Division, 911 Parr Blvd., Reno NV 89512. A self-addressed envelope is enclosed for your convenience. If you choose an annual contract, you will receive your contract in April.

I also wish to share with you at this time that we will not be providing Shoeprint and Tire Track Comparison as part of our new scope of work. The nominal number of requests for this discipline does not substantiate the expense to maintain adequate personnel, training and proficiency testing in this area.

I've enclosed a brief survey for you to evaluate the service you receive from the Washoe County Sheriff's Office Forensic Science Division. Please fill this out and return it with the option selection letter. Your feedback helps in our efforts to provide continuous improvement. Alternatively, your suggestions and comments can be emailed to Kerri Heward.

Sincerely,



Chuck Allen, Sheriff
Washoe County Sheriff's Office



Kerri Heward, Director
Forensic Science Division
kheward@washoecounty.us

Cc: Valerie Moser, Fiscal Manager
Susan Schilling, Undersheriff
Russ Pedersen, Deputy Chief

<http://www.washoesherriff.com/what-we-do.php>

EXHIBIT B
FY 18/19

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

Controlled Substances

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

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

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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.

MEMORANDUM OF UNDERSTANDING

May 8, 2018

By: Reno Police Department
Sparks Police Department
Washoe County Sheriff's Office

Re: National Crime Statistic Exchange Project;
Funding for Conversion to National Incident-Based Reporting Standard

This Memorandum of Understanding is intended to acknowledge and memorialize the conversion from Uniform Crime Reporting (UCR) data to the National Incident-Based Reporting Standard (NIBRS). By signing below, each agency represents to the Nevada Department of Public Safety that it acknowledges and accepts the conversion process described in this Letter.

The Reno Police Department and its regional partners, the Sparks Police Department and the Washoe County Sheriff's Office (together, the "RPDRP") have agreed in principle to partner with the Nevada Department of Public Safety as a pilot agency in the National Crime Statistics Exchange project (the "Project"). The goal of the Project is for the RPDRP crime data repositories to achieve NIBRS certification.

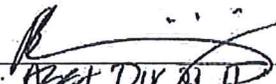
The Nevada Department of Public Safety has received grant funding from the U.S. Bureau of Justice Statistics to aid in the development of the reporting transition to NIBRS. The RPDRP is requesting up to \$568,044 in sub-grant funds to implement the transition.

Funds will be applied to (1) updating the codebase within the Tiburon Record Management system to convert from UCR to NIBRS reporting; (2) funding part time data analyst positions to audit data entry; and (3) training officers to report using the new NIBRS requirements.

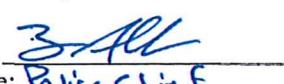
Each Agency hereby acknowledges and agrees that once the Project commences, the conversion to NIBRS will be underway with a goal of software testing and production in 2019. The aim of the Project is a permanent conversion to NIBRS reporting. The RPDRP will have no future opportunity to unwind the conversion, or revert to UCR or any other reporting standard. The Department of Public Safety has no continuing obligation or liability in connection with the conversion other than as specifically set forth in the documents establishing and governing the Project. The terms of the agencies' relationships with one another remain as set forth in the documents governing the use of the Tiburon Record Management System, as applicable.

Agreed and acknowledged:

CITY OF RENO
(for RPD)

By: 
Title: Asst Dir of IT
Date: 5/8/18

CITY OF SPARKS
(for SPD)

By: 
Title: Police Chief
Date: 5-9-2018

COUNTY OF WASHOE
(for WCSO)

By: 
Title: Chair
Date: 6-26-18

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$40,623**, 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.

18-0497

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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/9/18

BY: Chuck Allen
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Marilyn Barkley
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: Nancy L. Parent
WASHOE COUNTY CLERK

DATE: 05/09/18

BY: Benjamin St...
USER

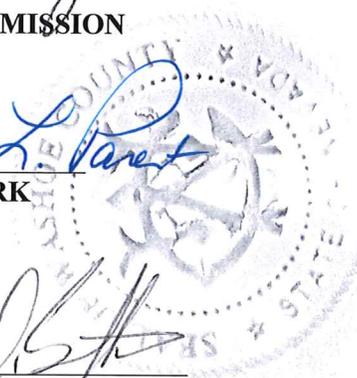


EXHIBIT B
FY 18/19

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

Controlled Substances

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

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

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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
THE DOUGLAS COUNTY SHERIFF'S OFFICE**

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$128,076**, 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.

18-0497

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

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

DATE: 5/4/18

BY: *Chad Allen*
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: *Marsla Berkbigler*
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: *Nancy L. Parrot*
WASHOE COUNTY CLERK



DATE: 5-17-18

BY: *[Signature]*
USER

EXHIBIT B FY 18/19

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

Controlled Substances

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

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

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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
THE CITY OF ELKO ON BEHALF OF
THE ELKO POLICE DEPARTMENT**

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

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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$89,146**, 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.

18-0197

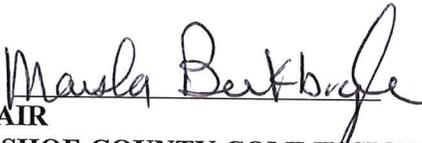
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DATE: 5/4/18

BY: 
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: 
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: 
WASHOE COUNTY CLERK

DATE: MAY 15 2018

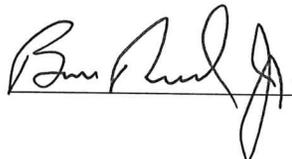
BY: 
USER



EXHIBIT B
FY 18/19

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

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

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

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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$64,233**, 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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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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

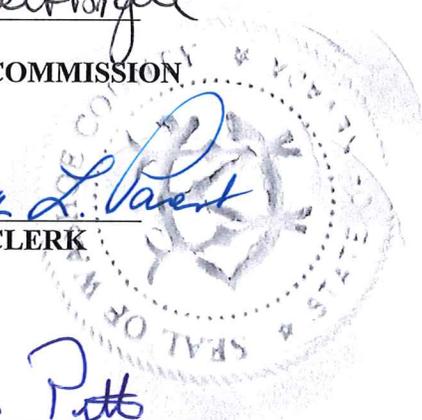
BY: Chad Alk
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Marilyn Bertringer
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: Nancy L. Parent
WASHOE COUNTY CLERK



DATE: 5/11/18

BY: James Potts
USER

Exhibit A FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- 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

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)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

- DNA analysis on 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.
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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.

- 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
THE EUREKA COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and the **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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$3,472**, 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.

18-0497

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: 5/4/18

BY: *Chuck Allen*
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: *Marshe Berthoff*
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: *Nancy L. Perot*
WASHOE COUNTY CLERK

DATE: 05/02/2018

BY: *W. J. ...*, SHERIFF
USER



Exhibit A FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

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- Weapon function test
- Serial number restoration

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- Attempted homicide
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- Questionable deaths with detective on scene
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- CDs created from previously processed 35mm negatives

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 - ♦ Seminal fluid (absence of sperm cells)
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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
HUMBOLDT COUNTY ON BEHALF OF
THE HUMBOLDT COUNTY SHERIFF'S OFFICE**

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$36,457**, 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.

18-0497

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

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DATE: 5/9/18

BY: Chad Allen
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Marilyn Buttrick
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: Nancy L. Varet
WASHOE COUNTY CLERK



DATE: 5-14-2018

BY: [Signature]
USER

Exhibit A FY 18/19

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

DNA Analysis

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

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

- DNA analysis on 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.

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$5,208**, 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.

18-0497

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, 2018 and terminate as of June 30, 2019.

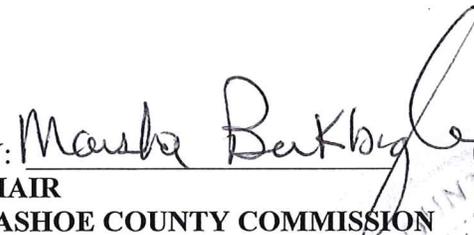
B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

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

DATE: 5/4/18

BY: 
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: 
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: 
WASHOE COUNTY CLERK



DATE: 5-11-18

BY: 
USER

Exhibit A FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- 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

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)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

- DNA analysis on 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.

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

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

W I T N E S S E T H:

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

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

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

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

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$6,771**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall 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, 2018 and terminate as of June 30, 2019.

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: 2/4/18

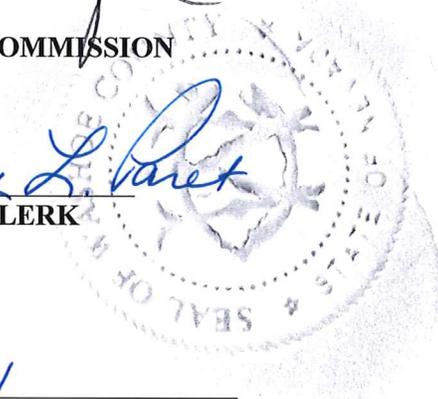
BY: *Chuck Allen*
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: *Marsha Burkholder*
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: *Nancy L. Paret*
WASHOE COUNTY CLERK



DATE: 5-9-18

BY: *[Signature]*
USER #101

EXHIBIT B FY 18/19

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

Controlled Substances

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

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

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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
STOREY COUNTY ON BEHALF OF
THE STOREY COUNTY SHERIFF'S OFFICE**

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

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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$25,390** 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

BY: *Chuck Allen*
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: *Marsla Bertbigle*
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: *Nancy L. Parent*
WASHOE COUNTY CLERK



DATE: 5/9/18

BY: *Debbie L. ...*
USER
STOREY COUNTY SHERIFF

EXHIBIT B
FY 18/19

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

Controlled Substances

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

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

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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
WASHOE COUNTY SCHOOL DISTRICT ON BEHALF OF
THE 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 the **WASHOE COUNTY SCHOOL DISTRICT** on behalf of the **WASHOE COUNTY SCHOOL 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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$31,032**, 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.

180497

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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

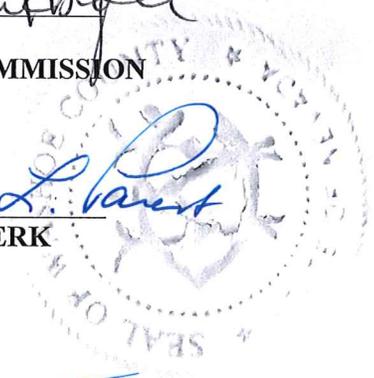
BY: Chuck Allen
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Marsla Beckler
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: Nancy L. Hunt
WASHOE COUNTY CLERK



DATE: 5/11/18

BY: [Signature]
USER

EXHIBIT B

FY 18/19

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

Controlled Substances

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.
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 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
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- Questionable deaths with detective on scene
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- Child abuse
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- Bank robbery with substantial bodily injury
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**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**.

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 2018/2019 **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, 2018 and terminate as of June 30, 2019.

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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: 5/4/18

BY: *Charles Allen*
WASHOE COUNTY SHERIFF

DATE: _____

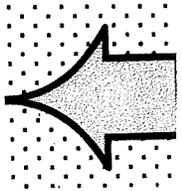
BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: 06/01/18

BY: *[Signature]* #2101 #2101
USER D.e.



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

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

DATE: 5/4/18

BY: Chuck Allen
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Marsla Burkholder
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 06/01/18

BY: [Signature] #2101
USER D.E.

Exhibit A

FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- 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
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 - Clandestine lab testimony

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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- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

- DNA analysis on 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)
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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
THE CITY OF WINNEMUCCA ON BEHALF OF
THE WINNEUMUCCA POLICE DEPARTMENT**

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

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 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$42,533**, 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

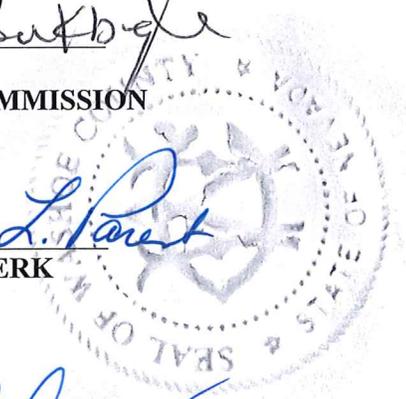
BY: Chud Allen
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: Maasha Butte
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: Nancy L. Parent
WASHOE COUNTY CLERK



DATE: 5/09/18

BY: William D. Callery
USER

Exhibit A FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- 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

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)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

- DNA analysis on 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.

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$6,944**, 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.

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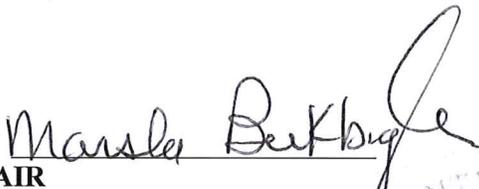
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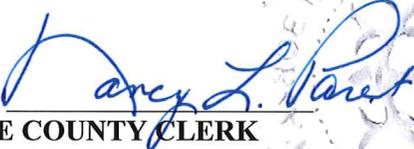
DATE: 5/4/18

BY: 
WASHOE COUNTY SHERIFF

DATE: June 26, 2018

BY: 
CHAIR
WASHOE COUNTY COMMISSION

DATE: June 26, 2018

ATTEST: 
WASHOE COUNTY CLERK



DATE: 05-08-2018

BY: 
USER

Exhibit A FY 18/19

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RESOLUTION

A RESOLUTION TO COLLECT CERTAIN
DELINQUENT UTILITY CHARGES ON THE TAX ROLL

WHEREAS, Washoe County owns and operates reclaimed water, recharge water (in Golden Valley), wastewater, and Spanish Springs flood control utilities ("Utilities") through its Community Services Department ("Department"); and

WHEREAS, the Department charges, and relies on, customer rates and connection fees to provide services associated with the Utilities that are desired by the public; and

WHEREAS, as of March 31, 2018, various utility accounts and connection fees were delinquent; and

WHEREAS, as of May 18, 2018, Four Hundred and Ninety Four (494) Assessor Parcel Numbers (APNs), that were delinquent as of March 31, 2018, continued to be delinquent; and

WHEREAS, NRS 244.157, NRS 318.201, and Washoe County Ordinances authorize delinquent utility charges to be collected on the tax roll annually; and

WHEREAS, delinquent utility customers were provided notice that delinquencies as of March 31, 2018, not paid by May 18, 2018, would be attached to the tax roll; and

WHEREAS, customers still delinquent as of May 18, 2018 were provided notice of the public hearing to be held on June 26, 2018, at 10:00 a.m.; and

WHEREAS, a Notice of Public Hearing was published in the Reno Gazette Journal once a week for two weeks prior to the date set for the hearing;

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

Section I. The following APNs that had utility balances delinquent as of March 31, 2018, and continued to be delinquent as of May 18, 2018, shall be attached to the tax roll by the Treasurer's Office and collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the county's general taxes:

APN	Amount	APN	Amount	APN	Amount	APN	Amount
01708109	676.53	01723214	617.61	01728321	90.72	01729166	676.62
01722101	558.18	01723218	218.28	01729102	675.96	01729205	638.58
01722226	146.08	01725210	57.52	01729105	676.57	01729209	146.92
01722310	622.61	01725222	96.44	01729116	164.08	01755011	676.84
01722319	206.32	01725334	676.87	01729117	43.26	01755014	676.78
01723119	225.17	01726239	97.81	01729157	395.35	01756006	676.87
01723123	457.51	01726249	139.62	01729161	62.20	02602137	676.78

18-0512

APN	Amount	APN	Amount	APN	Amount	APN	Amount
02602152	648.76	03863211	969.22	08049751	185.05	08226220	89.62
03505103	676.87	03863324	995.10	08049753	217.59	08226346	162.92
03505106	672.40	04439109	648.76	08049767	937.08	08251212	1,001.34
03506106	139.62	04439110	648.76	08050225	897.33	08265003	161.22
03506107	675.33	04571219	6,600.00	08050234	901.58	08265019	630.97
03506202	627.80	04962304	673.46	08050363	314.32	08265020	97.17
03506209	66.12	04968301	189.26	08052108	438.20	08339104	92.63
03506303	676.87	04979121	643.06	08052281	76.22	08339119	27.93
03506311	676.87	04981114	245.62	08052282	938.84	08339304	129.40
03506407	618.45	04982305	605.64	08053123	153.62	08339411	92.63
03507102	676.87	04983403	475.59	08054119	504.65	08344047	129.40
03509102	643.12	05153207	283.39	08054127	163.92	08344053	64.79
03509118	430.38	05157102	676.07	08054207	263.59	08347118	35.30
03510103	675.27	07628126	60.28	08054213	676.27	08348204	129.40
03510208	148.55	07629043	79.40	08056206	342.67	08348219	129.40
03510401	676.87	07631053	129.40	08056406	361.90	08348222	92.63
03510403	513.45	07631070	129.40	08057101	460.06	08348234	129.40
03510409	644.41	07639123	124.98	08057102	91.64	08350206	42.54
03510410	96.12	07639125	60.28	08057312	552.39	08350303	676.87
03511301	90.72	07639164	60.28	08057407	56.49	08350511	672.74
03511310	90.77	07669002	60.28	08061201	593.84	08350513	632.72
03512008	676.87	07669076	60.28	08061204	673.07	08350606	212.70
03512011	627.13	07669080	129.40	08061208	268.75	08350606	411.57
03512030	90.72	08019126	3,321.23	08061313	676.04	08350614	676.87
03534209	622.61	08042206	663.39	08061402	448.82	08351106	512.89
03535405	646.19	08042211	676.60	08061409	90.77	08351210	48.82
03535706	676.87	08042217	471.51	08062201	74.88	08356102	129.40
03536427	65.37	08043105	676.46	08062303	640.53	08356104	129.40
03536511	189.26	08043201	98.82	08075006	283.15	08356213	27.93
03536603	512.53	08045003	283.31	08222116	566.53	08357209	129.40
03536608	425.76	08048258	884.57	08222214	42.54	08357314	129.40
03536616	454.54	08048359	931.77	08222501	676.55	08357321	92.63
03862402	233.72	08048382	934.96	08222506	68.31	08357402	129.40
03862512	931.18	08049607	924.54	08222604	674.69	08357413	60.28
03862607	997.78	08049718	129.81	08223505	144.52	08359217	676.87
03862708	189.26	08049722	139.62	08223902	372.72	08359219	503.09
03862709	240.60	08049729	358.93	08226210	251.52	08372108	129.40
03863102	556.50	08049745	937.35	08226211	403.77	08372203	92.63
03863112	250.40	08049749	363.26	08226211	204.67	08381311	60.28

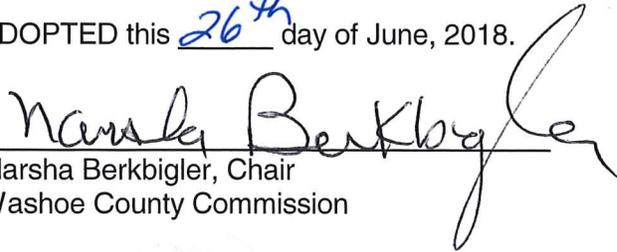
APN	Amount	APN	Amount	APN	Amount	APN	Amount
08385103	27.93	08770409	676.87	08936405	27.93	50845218	129.40
08386127	125.82	08820227	274.84	08939115	129.40	50847211	60.28
08387116	83.79	08822046	76.04	08940105	27.93	50847218	27.93
08420040	43.66	08822048	1,205.28	08941203	129.40	50847219	129.40
08420041	68.66	08918110	27.93	08942403	27.93	50847606	129.40
08420081	47.00	08918143	129.40	08943404	129.40	50847611	129.40
08517106	636.26	08918160	129.40	08944205	60.28	51001109	129.40
08517109	676.87	08918164	60.28	08946028	27.93	51001302	60.28
08517111	534.05	08918170	129.40	08948205	27.93	51005103	749.88
08517203	676.65	08918185	27.93	08950110	27.93	51005207	820.16
08517307	675.86	08918189	129.40	08951106	129.40	51015107	837.80
08517404	611.26	08918209	27.93	08954506	55.86	53003110	63.89
08517405	52.68	08919202	27.93	08956102	27.93	53005209	214.26
08518212	676.87	08919241	129.40	08957302	129.40	53008401	562.90
08518214	673.07	08919254	47.39	14009105	151.90	53008429	508.55
08742106	674.16	08919702	129.40	14010201	674.83	53010202	432.98
08747101	676.87	08919707	129.82	14205402	676.78	53011104	51.85
08747210	676.87	08920023	27.93	14214304	675.61	53012126	499.17
08757109	676.87	08920050	124.98	14217104	362.97	53015207	62.26
08763202	627.59	08921106	38.37	14220001	149.18	53016114	239.04
08765103	456.87	08921106	59.24	14420103	90.72	53016124	166.99
08765113	670.29	08921210	60.28	14423105	648.76	53017101	771.95
08765114	676.87	08922006	129.40	14819111	189.26	53017209	837.95
08765129	675.27	08923405	41.38	15016101	139.62	53018112	406.72
08765203	212.70	08926301	798.61	15018107	43.94	53019508	239.04
08765210	86.61	08926305	1,128.01	15206310	676.55	53019510	838.19
08765214	676.28	08926305	473.58	15211019	659.18	53019514	175.89
08765245	676.71	08926309	129.40	15218105	676.87	53019520	145.52
08766129	667.23	08927418	826.01	15219220	676.87	53022301	510.48
08766136	676.87	08928102	129.40	15221503	86.36	53023101	499.17
08766316	549.58	08929009	129.40	50462110	60.28	53023109	771.75
08768204	416.50	08931206	27.93	50467001	92.63	53025305	835.97
08768214	673.79	08932107	129.40	50467006	27.93	53027210	74.33
08769111	676.83	08932110	129.40	50473035	129.40	53027311	113.48
08769209	676.87	08932201	60.28	50842024	27.93	53027502	492.85
08770212	676.87	08932304	830.48	50842027	129.40	53030103	545.55
08770213	139.62	08934402	129.40	50843007	129.40	53030103	218.73
08770215	668.28	08934414	633.93	50843024	129.40	53031208	565.32
08770302	46.48	08936302	239.04	50845213	129.40	53031209	838.02

APN	Amount	APN	Amount	APN	Amount	APN	Amount
53034202	830.48	53406414	27.93	55216402	324.84	55641141	674.16
53036310	336.64	53406415	92.63	55216405	212.08	55641147	661.92
53036503	824.36	53410101	27.93	55217517	324.84	55641207	512.71
53038302	126.95	53410107	129.40	55218106	324.84	55641215	676.85
53040213	838.19	53410113	129.40	55220206	239.15	55643406	431.63
53041203	388.96	53411103	129.40	55220208	324.84	55644131	184.54
53041404	838.19	53411218	129.40	55222307	675.68	55644165	644.41
53042301	397.99	53411222	129.40	55222619	545.96	55645108	676.87
53042603	806.53	53412104	60.28	55224105	164.09	55645109	42.54
53050111	302.93	53415209	129.40	55605105	503.09	55645113	42.54
53054303	838.19	53415211	129.40	55605119	673.61	55645116	676.87
53054401	157.19	53415304	92.63	55607204	594.14	55646113	676.87
53055105	566.15	53418110	92.63	55608105	367.26	55650108	139.62
53055218	835.97	53421105	129.40	55608117	99.20	55651113	676.62
53056301	817.67	53421305	60.28	55614103	49.47	55651306	143.99
53061607	599.52	53422206	129.40	55616104	661.83	55653210	239.64
53064305	206.63	53423123	129.40	55616224	383.04	55655208	673.28
53065201	822.47	53423206	129.40	55617108	676.87	55661213	49.64
53066201	771.95	53424108	60.28	55617140	671.59	55662203	685.14
53068204	836.67	53431104	837.80	55617143	558.18	56607027	673.07
53069202	777.89	53447104	834.91	55619101	674.91	56607030	943.15
53069218	700.00	53461405	735.56	55619310	676.87	56607030	645.09
53070215	798.20	53804211	127.04	55621119	640.11	56609107	512.82
53071301	830.20	53805403	633.93	55623206	676.87	56616105	52.28
53072405	499.17	53806205	714.23	55625309	80.91	56618114	68.97
53076202	838.19	53806506	836.90	55626102	384.14	56618125	189.26
53076305	830.81	53807201	838.19	55626112	235.51	56618130	42.54
53078208	367.57	55204004	130.87	55626211	655.83	57024101	388.57
53078502	783.27	55204068	324.84	55626212	648.76	57026207	676.79
53081101	469.95	55205001	212.08	55626303	516.65	57026207	676.79
53087306	432.98	55208108	324.84	55628010	90.72	57026301	675.27
53088214	721.07	55208408	324.84	55631202	63.59	57026311	156.74
53091114	555.32	55209104	189.49	55634209	538.88	57027103	676.78
53205119	838.19	55209217	311.61	55635105	395.35	57027104	676.78
53205206	599.29	55210001	212.08	55635117	31.68	57028201	91.44
53205305	113.48	55211402	324.84	55637104	471.95	57028203	91.44
53211301	760.04	55211403	373.11	55641102	676.87	57028204	91.44
53211304	838.19	55211416	324.84	55641124	676.87		
53402114	60.28	55212410	324.84	55641138	503.10		

Section II. This resolution shall be effective on passage and approval.

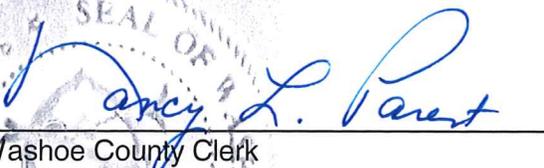
Section III. The County Clerk is hereby directed to distribute copies of the resolution to the Treasurer's Office, the Comptroller, and the Community Services Department within 30 days.

ADOPTED this 26th day of June, 2018.



Marsha Berkgigler, Chair
Washoe County Commission

ATTEST:



Nancy L. Parent
Washoe County Clerk