

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

TUESDAY

2:00 P.M.

JULY 22, 2008

PRESENT:

**Bob Larkin, Chairman**  
**Bonnie Weber, Vice Chairman**  
**Jim Galloway, Commissioner**  
**David Humke, Commissioner**  
**Kitty Jung, Commissioner**

**Amy Harvey, County Clerk**  
**Katy Singlaub, County Manager**  
**John Berkich, Assistant County Manager**  
**Melanie Foster, Legal Counsel**

The Board met 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:

Katy Singlaub, County Manager, stated “The Chairman and Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings.”

**08-807      AGENDA ITEM 3 – PROCLAMATION**

**Agenda Subject:** “Acknowledge July 21, 2008 as National Hug Your Kids Day and Proclamation for same. (Requested by Commissioner Larkin.)”

Chairman Larkin read the Proclamation and presented it to Michelle Nichols, who created “Hug Your Kids Day” after her son, Mark Nichols, died suddenly from brain cancer. Ms. Nichols thanked the Board for the Proclamation and for their support of this project. She discussed her son’s death and why she created “Hug Your Kids Day.” She noted there were events happening in 17 states across the United States even though the organization was only created six months ago. She said the local event held at Wingfield Park was called the “Biggest Little Hug” and a photograph was taken of a lot of families hugging.

A photograph called a “Hug Mug Salute” was taken with Ms. Nichols and the Board, with everyone holding “National Hug Your Kids Day” mugs.

In response to the call for public comment, Sam Dehne commented on the wonderful thing this lady was doing. He felt more things like this needed to be done in the community and more people should come to the meeting to promote them. Gary Schmidt indicated he supported the Proclamation and that he participated in yesterday’s event with his dog, Luke.

On motion by Chairman Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3 be adopted and executed. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**08-808            AGENDA ITEM 4 – COMMUNITY RELATIONS**

**Agenda Subject: “Accept donation [\$3,300 (\$2,500 from Sierra Pacific Power Company and \$800 from the Sparks Rotary Club)] for the 2008 Youth and Student Poll Worker Programs; and if accepted, express appreciation to donors for their generosity and direct Finance Department to make appropriate budget adjustments--Community Relations. (All Commission Districts.)”**

Commissioner Galloway thanked Linda Bissett and Karen Davis, Sierra Pacific Power Company representatives, and Dave Kary, Sparks Rotary Club representative, for their generous donations on behalf of youth. Liz Ortiz, Community Outreach Coordinator, thanked Sierra Pacific Power Company’s Community Relations and the Government Affairs Departments and the Rotary Club of Sparks.

In response to the call for public comment, Sam Dehne said he supported the donations to allow youngsters to “oversee” the voting system.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 4 be accepted, expressed and directed.

**08-809            AGENDA ITEM 5 – PUBLIC COMMENT**

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

George Bay said this was his second complaint regarding County-owned property at East Lake Blvd. and Washoe Valley being blocked. He said Dave Price, County Engineer, indicated last year he would take care of it because the fences were on

public property, but recently someone tried to run down a motorcyclist for using the dirt trail. He felt something needed to be done about this.

John Caselli said he owned Nevada Political Advertising that operated a fleet of campaign sign-trailers in Washoe County. He confessed he had never registered his trailers and had been in violation of the subject Ordinance ever since its adoption, but he noted it had never been used against political sign-trailers until now. He indicated he started registering his fleet and expected registration to be completed by the end of November. He asked the County to adopt a policy of strict enforcement after the General Election, which would allow orderly compliance by all of the players in the industry and would not disrupt the current political campaigning.

Garth Elliott thanked the Board for the \$700,000 for the sidewalks and bike path in Sun Valley, which might have prevented the death of Alexis Kiles in 2003.

**2:29 p.m.** Commissioner Humke temporarily left the meeting.

Guy Felton discussed the legal requirements for trailers in Nevada. He felt candidates were ultimately responsible for the trailers being in compliance instead of the trailer suppliers.

Don Young said Reno's "Biggest Little Hug" was an outstanding event, and he hoped 20 times more people would participate next year. He felt Division 5 of the Development Code regarding regulations and the enforcement process for political campaign signs was lacking in some areas and overly restrictive in others. He approved of the process changes that would allow public review and comment prior to the initiation of the formal amendment, and he volunteered to be on a citizens committee to work on those changes. He agreed the Board should provide direction to staff regarding the enforcement of current Code, but he noted there might be a conflict of interest with some Commissioners currently running for office.

Sam Dehne felt the campaign sign problem should be corrected immediately. He sang about what was going on in Reno and with the Governor of Nevada.

Stuart Mackie discussed why he did not favor the privatization of the local water system.

Gary Schmidt said misdemeanor citations should be issued today for any campaign trailers violating the law. He discussed why he opposed selling of the Truckee Meadows Water Authority's (TMWA) water rights, services, or facilities. He requested the Commissioners oppose any such action unless 75 percent of the customer base voted to consider it.

**08-810            AGENDA ITEM 6**

**Agenda Subject:    “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”**

Katy Singlaub, County Manager, noted Agenda Items 22, 23, 24, and 25, which were for ordinances dealing with fingerprinting/background checks, were pulled by the District Attorney’s Office because the Federal Bureau of Investigation (FBI) wanted some additional information added to the ordinances.

**2:39 p.m.**        Commissioner Humke returned to the meeting.

Commissioner Weber said she was sorry to learn that Leslie Porter, Washoe County School District Board of Trustees member, died.

Commissioner Weber noted she attended the National Association of Counties (NACo) conference last week. She said there was so much to learn because there were many issues that affected the County and the State.

Commissioner Weber said she would not be able to attend the Regional Planning Governing Board (RPGB) meeting next Thursday, and she appreciated that Commissioner Jung would be attending in her place.

Commissioner Weber said she attended the Regional Transportation Commission (RTC) meeting last Friday to represent her constituents in the Stead area regarding the RTC’s elimination of Bus Route 37, which served 6,000 people. She stated there were a lot of low-income families and several apartment buildings that were homes to seniors that would be impacted. She said after she made her comments, the City of Reno’s representative to the RTC, Councilmember Dortch, stated he sympathized with those folks and he asked if getting a van into those complexes could be figured out. Commissioner Weber said he went on to say that he and Commissioner Weber would work together to see if there was a way Washoe County could help fund this route. Commissioner Weber felt it was sad that Councilmember Dortch would say the people had to look to Washoe County, because he represented that area for the City of Reno. She stated she went to bat for her constituents in the area as their Commissioner, but felt she was not heard.

Commissioner Weber stated she attended the grand opening of the Northern Nevada Food Bank on Friday afternoon, whose work she supported. She also attended the Verdi Volunteer Fire Department’s annual barbecue last Saturday and the Sun Valley Food Pantry had a food drive at the Scolari’s in Sun Valley. She said the food drive was held with the assistance of the Veterans of Foreign Wars (VFW) Ladies Auxiliary.

Commissioner Weber said she took a tour of the Waste Management's Lockwood site earlier today where she learned a lot of information that would help the Illegal Dumping Taskforce and would help future community cleanups be more financially feasible. She noted this was important since Waste Management decreased the number of free trash containers to one per event.

Commissioner Weber noted early voting would start this Saturday, July 26th, and she requested an update by the Registrar of Voters regarding the Commissioners' request to cut down on the amount of early-voting days. Commissioner Humke reminded everyone that today was the last day to register to vote for the Primary Election and registration must be done in person at the Registrar of Voters' Office.

Commissioner Humke said his constituent during public comment talked about the events occurring at approximately 4035 and 4045 East Lake Boulevard. He requested staff investigate who owned the property in question; and, if it was owned by the County, he requested an agenda item to abandon the property and to give it to the citizens if the County was not willing to enforce its property rights.

Chairman Larkin advised he was leaving at 6:00 p.m. to host, with the Mayors of the Cities of Reno and Sparks, a homeless summit designed to stimulate discussion amongst all of the community partners regarding homeless issues and in particular the two buildings that were erected last year. He said he would bring a report back to the Board the first meeting in August.

Chairman Larkin noted he would be attending the United Way's Family Financial Security Summit all day Thursday starting at 9:00 a.m. at the Joe Crowley Student Union. He said the intent of the summit was to start a community dialog on keeping people in their homes and how to get people, especially first-time buyers, into homes.

Chairman Larkin commented he was sad to hear about Ms. Porter's passing because her passing was a severe loss to the community.

Commissioner Galloway said he was having difficulty resolving whether or not he would be able to attend the RPGB meeting this Thursday, but he should know soon. He asked if Commissioner Humke would be available to substitute for him if he could not attend. He said he was uncomfortable with being on the RTC joint committee regarding combining services or organizational features because he felt those discussions would go on for longer than his remaining term in office. He was asking to be replaced for purposes of continuity.

Commissioner Galloway requested an agenda item regarding the Truckee Meadows Water Authority (TMWA) proposal so the public and the Commissioners could speak about it. He also requested staff invite the Consumer Advocate to attend the meeting and to include an assessment by the County's Finance Department regarding any risks to the County, the taxpayers, or the ratepayers.

Commissioner Galloway advised there would be a Tahoe Regional Planning Agency (TRPA) meeting tomorrow. He noted a proposal to narrow a four-lane King's Beach road to three lanes was turned down at last month's meeting, but a reconsideration had been requested. He stated he voted no on the proposal because it would shove traffic onto crowded residential King's Beach streets, it would burn a million extra gallons of gasoline a year in his estimate, and it would add a 10-minute delay per car. He indicated there were other plans for King's Beach that would improve the traffic situation.

Commissioner Galloway said Coe Swobe, a member of the Nevada TRPA who got the fuel reduction program going, resigned. He stated he received letters from individuals who were interested in serving on the Board for the remainder of the year as the Nevada At-Large Representative and a decision would be made tomorrow.

Commissioner Jung announced she fulfilled the foster family training for the Washoe County Regional Animal Services, in addition to completing the training provided by the Nevada Humane Society. She said she was fostering four kittens, and if anyone was interested they should contact her. She also announced that last week she was one of five judges at the Miss Nevada Pageant. She noted Miss Carson City, Julianna Erdesz, was crowned Miss Nevada. She explained the pageant was a scholarship pageant and that participating in pageants provided the money Teresa Benitez-Thompson, a past winner and a Washoe County Social Worker, needed to attend the University of Michigan's School of Social Work.

Commissioner Humke said he received a request from John Slaughter, in his capacity as a Boy Scout Leader, for a person in his troop who needed a bone marrow transplant. He noted at the Grand Sierra on July 26th there would be a bone-marrow drive and further information would be available on the County's web site.

Commissioner Galloway said it was tentatively scheduled that the Hunter Creek Trailhead would be dedicated on Saturday, August 16th.

Katy Singlaub, County Manager, advised that the Mayors of the Cities of Reno and Sparks requested a special meeting on Friday to reconsider an action taken by the TMWA Board. Commissioner Galloway stated if the action was reconsidered and did not move forward, he would not request a discussion item; but, if it did, he felt there should be a discussion item where the TMWA Board would be invited to explain what they were contemplating.

Ms. Singlaub advised Dan Burk, Registrar of Voters, would be coming to the Board with a report on August 19th or later regarding the implementation of the Election Task Force's recommendations. She stated there would be fixed locations for the entire two weeks of early voting as the result of those recommendations.

**DISCUSSION – CONSENT AGENDA – ITEMS 7A THROUGH 7G**

Sam Dehne stated he approved of today's Consent Agenda because it contained relatively mundane housekeeping items.

**08-811            AGENDA ITEM 7A – MINUTES**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ meeting of May 19, 2008.”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7A be approved.

**08-812            AGENDA ITEM 7B – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Appoint Linda Walls as a North Valleys member to June 30, 2010 on the North Valleys Citizen Advisory Board (Commission District 5, Commissioner Weber)--Community Development.”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Linda Walls be appointed as a North Valleys member to the North Valleys Citizen Advisory Board (CAB) to June 30, 2010.

**08-813            AGENDA ITEM 7C – PUBLIC WORKS**

**Agenda Subject:** “Approve request to procure road and drainage maintenance materials on behalf of the Roads Division of the Washoe County Public Works Department; and if approved, direct Purchasing Department to begin procurement process.--Public Works. (All Commission Districts.)”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7C be approved and directed.

**08-814            AGENDA ITEM 7D – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject:** “Acknowledge receipt of Truckee River Flood Management Project Status Report for June 2008--Truckee River Flood Management Project. (All Commission Districts.)”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7D be acknowledged.

**08-815            AGENDA ITEM 7E(1) – JUVENILE SERVICES**

**Agenda Subject:** “Accept Fiscal Year 2008-09 Office of Juvenile Justice and Delinquency Prevention Formula Grant (Children’s Cabinet’s Expansion of the Transition Services Program for Hispanic Youth) [\$15,000 with no County match] from the Juvenile Justice Commission to fund aftercare services for Hispanic youth returning from China Springs and Aurora Pines Youth Camps; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed he served on the Nevada Juvenile Justice Commission.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7E(1) be accepted and directed.

**08-816            AGENDA ITEM 7E(2) – JUVENILE SERVICES**

**Agenda Subject:** “Accept Fiscal Year 2008-09 Office of Juvenile Justice and Delinquency Prevention Formula Grant [\$43,591.51 with County match of \$14,647.89] from the Juvenile Justice Commission to fund a Community Outreach Specialist position; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Katy Singlaub, County Manager, advised the Community Outreach Specialist was not a new position.

Michael Martino, Program Manager, explained the Community Outreach Specialist position was developed and approved in 1991 to deal with early intervention and prevention. He said these individuals had a background in Social Work and worked with families in the community to keep situations from evolving to the point where they became involved in the formal arrest and probation process. He stated Community Outreach Specialists staffed two community offices and this position would supervise young men and women after school between the hours of 2:30 to 8:00 p.m.

Commissioner Humke disclosed he served on the Nevada Juvenile Justice Commission.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7E(2) be accepted and directed.



**08-817            AGENDA ITEM 7F(1) – SENIOR SERVICES**

**Agenda Subject:** “Accept a supplemental grant award from the State of Nevada for the Nutrition Services Incentive Program [\$37,250 with no County match] retroactively for the period October 1, 2007 through September 30, 2008. (All Commission Districts.)”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7F(1) be accepted.

**08-818            AGENDA ITEM 7F(2) – SENIOR SERVICES**

**Agenda Subject:** “Authorize purchase of refreshments for Department of Senior Services sponsored public meetings and events [not to exceed \$3,000] for Fiscal Year 2008/09. (All Commission Districts.)”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7F(2) be authorized.

**08-819            AGENDA ITEM 7G – WATER RESOURCES**

**Agenda Subject:** “Approve conveyance of 1.69 acre-feet of water rights from Truckee Meadows Water Authority (TMWA) to Washoe County in support of the Christy Way parcel map in the southwest Reno area and approve the associated Water Sale Agreement leasing said water rights back to TMWA; and if approved, authorize Chairman to execute the Water Rights Deed and Water Sale Agreement and direct Water Rights Manager to record both documents. (Commission District 1.)”

In response to the call for public comment, Sam Dehne said he was glad the TMWA Board would have a special meeting on Friday to hopefully come to their senses, and he favored this transfer.

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

**BLOCK VOTE – AGENDA ITEMS 8, 10, 11, 12, 14, 15, 17, AND 19**

**08-820            AGENDA ITEM 8 – WATER RESOURCES**

**Agenda Subject:** “Recommendation to approve Agreement for Consulting Engineering Services between the County of Washoe and Aqua Hydrogeologic Consulting (sole source) to prepare a Letter of Map Revision and Inundation Map

**for the North Spanish Springs Flood Detention Facility [\$59,360]; and if approved, authorize Chairman to execute Agreement--Water Resources. (Commission District 4.)”**

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

**08-821            AGENDA ITEM 10 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve and authorize the Department of Water Resources to execute Change Order No. 4 [\$201,410.31 - increases contract amount to \$8,797,389.34] for the North Spanish Springs Floodplain Detention Facility--Water Resources. (Commission District 4.)”**

Jeanne Ruefer, Planning Manager, advised this was the final change order for a large and complex project. She explained unauthorized off-road vehicles going up and down the channels created a dust control issue that severely impacted a stretch of homes. She advised controlling off-road vehicles’ access to the site was also why the fencing was put in and the impact of the unauthorized vehicles was not anticipated in the original contract. She stated the activity on the site also violated existing ordinances that prohibited off-road vehicles from operating within 500 feet of a home, but she was only aware of two individuals being charged with trespass. Commissioner Galloway hoped next time this type of thing could be anticipated and the Sheriff’s Office could be waiting to take action when the off-road vehicle activity first started. Chairman Larkin commented extensive public outreach was done towards individuals that were suspected of using their off-road vehicles in that area, which significantly curtailed that activity.

In response to the call for public comment, Sam Dehne commented on the amount of the original contract and the change order.

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

**08-822            AGENDA ITEM 11 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to approve a Grant Agreement between the County of Washoe and Reno Rodeo Foundation [\$250,000] to support costs associated with the final site preparations for the Kids Campus Activity Center; and if approved, authorize Chairman to execute the Agreement--Social Services. (All Commission Districts.)”**

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 11 be approved, authorized, and executed.

**08-823            AGENDA ITEM 12 – PURCHASING**

**Agenda Subject: “Recommendation to award Request for Proposal #2653-09 for Independent Living Services, to The Children’s Cabinet, 1090 S. Rock Boulevard, Reno, Nevada 89502 [current annual grant award amount \$280,983, which may be modified based upon actual grant awards]; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute an agreement with The Children’s Cabinet for an 11-month period with two additional one-year renewal options (value of renewal options will be based on the availability of future grant funding)--Purchasing. (All Commission Districts.)”**

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Agenda Item 12 be awarded, authorized, and executed.

**08-824            AGENDA ITEM 14 – MANAGEMENT SERVICES/EMERGENCY MANAGEMENT**

**Agenda Subject: “Recommendation to accept a 2007 Public Safety Interoperable Communications Grant from the State of Nevada, Division of Emergency Management [\$211,337, requires a County match of \$31,172 included in the 2008/2009 budget, Cost Center 210200, Washoe County Regional Communications System Infrastructure Expansion Account]; and if accepted, direct Finance to make appropriate Fiscal Year 2009 budget adjustments--Management Services /Emergency Management. (All Commission Districts.)”**

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Agenda Item 14 be accepted and directed.

**08-825            AGENDA ITEM 15 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject: “Recommendation to approve and authorize Chairman to sign five Agreements for Washoe County Special Purpose grants for the following: Incline Village General Improvement District [\$170,652], Economic Development Authority of Western Nevada [\$33,750], Access to Healthcare Network [\$50,000], Washoe-Storey Conservation District [\$12,500] and Nevada Tahoe Conservation District [\$25,000]; approve grants to Silver State Fair Housing [\$7,721], Keep Truckee Meadows Beautiful [\$6,776] for Fiscal Year 2008/09; and, approve Resolutions necessary for same--Management Services/Community Support Administrator. (All Commission Districts.)”**

In response to the call for public comment, Sam Dehne commented on the amount of the grants.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 15 be approved, authorized, and executed. Four Resolutions for same are attached hereto and made a part of the minutes thereof.

**08-826            AGENDA ITEM 17 – PUBLIC WORKS**

**Agenda Subject: “Recommendation to award bid for construction of the Middle Rosewood Creek Stream Environmental Zone Restoration – Area F, EIP # 562 to the lowest, responsive and responsible bidder (staff recommends Herback General Engineering, LLC) [\$323,929.29]; and if awarded, authorize Chairman to execute contract documents--Public Works. (Commission District 1.)”**

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 17 be awarded, authorized, and executed.

**08-827            AGENDA ITEM 19 – SHERIFF**

**Agenda Subject: “Recommendation to approve 20 Forensic Support Services Agreements between the County of Washoe (behalf of the Washoe County Sheriff’s Office Forensic Science Division) and various Local Law Enforcement Agencies for forensic laboratory analysis service fees for July 1, 2008 to June 30, 2009 [income of \$348,247]; and if approved, authorize Chairman to execute Agreements--Sheriff. (All Commission Districts.)”**

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

**08-828            AGENDA ITEM 9 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve Assignment and Acceptance of Easements and Infrastructure Agreement between the County of Washoe and Fish Springs Ranch, LLC, as provided for in the Infrastructure Dedication Agreement for the Fish Springs Ranch Water Importation Project approved by the Board of County Commissioners on October 16, 2007 [estimated annual fiscal impact approximately \$400,000 for additional operations and maintenance - included in 2008/09 Fiscal Year budget]; and if approved, authorize Chairman to execute same and all necessary documents to effectuate the terms of the Assignment and Acceptance of Easements and Infrastructure Agreement--Water Resources. (Commission Districts 4 and 5.)”**

Rosemary Menard, Water Resources Director, conducted a PowerPoint presentation, which was placed on file with the Clerk.

Steve Hartman, Vidler Water Company Vice President and Counsel, thanked Washoe County for its incredible cooperative effort, the Board for its support, and the residents of the North Valleys for their patience during construction. He said the Vidler Water Company strongly believed in public-private partnerships and in using private enterprise to solve resource problems. He also thanked the contractors, the subcontractors, and the Vidler employees for their work on the project and acknowledged the support received from the Bureau of Land Management (BLM) and the Pyramid Lake Paiute Tribe. He requested the Board approve the agreement.

Mr. Hartman clarified Fish Springs Ranch, LLC (FSR) acquired all of the rights-of-way and handled all of the permitting with the Federal government. He said all of the wells, well houses, pipes, and construction were paid for by FSR and, if the agreement was approved, all of that infrastructure would be owned by Washoe County. He explained FSR entered into a Water Banking Agreement with the County who held the legal title to all of the water rights. He said as new development started, FSR would assign its water rights credits under that agreement to the developer and the developer would make a one-time payment to FSR for that water, which would allow FSR to recover its investment. He said ongoing operation and maintenance would be covered by the rates charged by Washoe County.

Commissioner Galloway commented the Honey Lake project was scrapped because the taxpayers would have subsidized what could have been a losing proposition just so someone could build houses. He said that did not occur with this project, and he hoped FSR would more than recover its investment because they took the risk.

Commissioner Weber said she appreciated FSR's willingness to work with the people who were impacted by the project, and she asked how the project would affect the domestic-well owners in the area. Ms. Menard said the aquifer in Lemmon Valley was declining a foot a year. She advised taking the municipal wells off the aquifer and replacing the well water with water from FSR, while the project ramped up to handle new development, would allow the aquifer to recover somewhat so some domestic well owners could see their situation improve. She stated it was not going to solve Lemmon Valley's problem, but would contribute positively to the current situation.

Commissioner Humke commended the Vidler Water Company and the public-private partnership was a much talked about concept, but it really worked. He asked if a comprehensive review of water rates was being done for the Truckee Meadows Water Authority (TMWA) and the Water Resources Department. Ms. Menard explained the Commission had already authorized a rate review. She said a proposal would be brought to the Board by early 2009 that would incorporate the operating costs into the rates paid by the ratepayers. She stated there had been discussions on how to reduce power costs besides operating the system off-peak to take advantage of substantially

lower power costs to send the water down the pipeline, but experience would show the true cost of operating the system.

In response to Chairman Larkin, Mr. Hartman replied FSR was located totally within Washoe County.

In response to the call for public comment, Sam Dehne felt the Vidler Company did a wonderful job with this project, which he supported because it was not built with taxpayer's money.

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

**08-829            AGENDA ITEM 20 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Board of County Commission’s review, discussion and possible action on satisfaction of conditions established in Case No. AC07-012 (Amendment of Special Use Permit Case Number SB04-004 for David Mollenberg Grading)--Community Development. To consider the request of the applicant David Mollenberg to accept the grading and revegetation of the project as completed, and to obtain release of the Deed of Trust and the Promissory Note held pending satisfaction of conditions. The project is located approximately one-half mile east of the intersection of Pembroke Drive and Man of War Drive at the end of the dirt road. The ±40-acre parcel is designated General Rural (GR) in the Southeast Truckee Meadows Area Plan, and is situated in a portion of Section 20, T19N, R20E, MDM, Washoe County, Nevada. The property is located in the Southeast Truckee Meadows Citizen Advisory Board boundary and Washoe County Commission District No. 2. (APN: 051-010-03)”**

Roger Pelham, Senior Planner, advised he had not received verification from the applicant that a professional engineer verified the current site contours matched those approved. He said in some disturbed areas there was good revegetation taking place, while other areas had very little revegetation. He said there was a difference of opinion between staff and the applicant regarding the existing contours and those that were approved and whether the Board should accept the contours as they existed today.

Commissioner Galloway indicated his problem was there was no staff recommendation. Mr. Pelham said he was not prepared to make a recommendation one way or the other because it was a judgment call based on whether the Board wanted to legitimize the grading that was done to stop any further disturbance. He believed the contours had not changed since this was last heard by the Board. Commissioner Galloway said he still had a problem because there was no staff recommendation, the contour he objected to was still there, and there was no engineer's certification.

Commissioner Weber asked if the applicant met the requirements. Mr. Pelham said the review today was to determine if the request made by the Board was met, and he reiterated his comments regarding the revegetation and the contours. Commissioner Weber felt the Board only requested the revegetation be done at the last meeting. Mr. Pelham responded Condition 22 remained in effect, but the Board did not say in so many words to go meet the contour requirement.

Mr. Pelham said if the Board approved this as is, it would be clear the grading permit was closed and no additional grading could occur without another grading permit. Commissioner Galloway stated there was no need to make a motion regarding the contours because there was already an approved condition that required the approved contours be met. A discussion ensued regarding the two issues involving the contours.

Ken Krater, Mr. Mollenberg's representative, said he was under the impression staff was satisfied with the regrading of the site, which met County Code requirements. He noted the revegetation of the graded slopes was successful based on the letter from Julie Etra, Western Botanical Services Inc., and the access road met engineering and Fire Department requirements.

Mr. Krater advised County Code allowed an applicant to use Geographical Information System (GIS) data when doing these types of designs, but when a new topo was done it was found there was a problem with the original topo used. He advised a licensed civil engineer would never certify that the site conformed to the original topo because the original topo was inaccurate. He felt if the project had been submitted with the current design, staff would have recommended approval.

Mr. Krater understood from the last meeting that the Commissioners wanted the revegetation to be deemed successful without using temporary irrigation and the access road had to be regraded to stop vehicle access. He said the property was one 40-acre parcel with one building pad and, if anyone bought it and wanted to build two homes, they would have to do a parcel split. He noted Mr. Mollenberg had someone interested in buying the site to build a house, but could not sell it unless the Deed of Trust and Promissory Note were released. He stated there would still be a requirement to maintain a substantial bond until it was determined the revegetation worked. He advised Mr. Mollenberg felt he complied with the Board's wishes and directions from the October 2007 meeting.

Mr. Krater said the inaccurate topo created a five to 10 foot difference between the topo used for design and all of the other topo in the area. He said once the site was graded there was no way to see what the actual topo was, but he surmised that the inaccuracy carried through to the area where the grading was done. Commissioner Humke disclosed he was to the site several times with Mr. Krater and he felt the access road was not really a road because it would not support a full-sized vehicle. After further discussion about possible building sites, Commissioner Humke felt there would not be enough separation in elevation between the existing building pad and the wide spot in the bend of the road and it did not have enough area to be a legitimate building site. Mr.

Krater said the value of the parcel was the view from the building pad and anyone building a house in that flat area would block the view.

Mr. Krater said the regraded pad complied with the original Special Use Permit and the wide spot was only 50 feet by 50 feet. Commissioner Galloway disagreed that a house could not be built on the wide spot.

Commissioner Weber noted the letter from Ms. Etra indicated no further revegetation measures were recommended.

After further discussion, Mr. Pelham confirmed for Commissioner Galloway that the type of plan as it existed today could have been taken forward with a recommendation of approval to the Board of Adjustment, but he noted it would still have required a Special Use Permit. Commissioner Galloway said even with everything that had been done, if the Commission was satisfied because Mr. Mollenberg now had something that could be approved, it would be up to the Board to decide to accept the project as completed or not.

Commissioner Humke said he would trust Tom Judy, Southeast Truckee Meadows Citizen Advisory Board (CAB) Chair, to gauge the degree of dissatisfaction in the community. Mr. Judy advised the applicant did not comply with all of the requirements of Conditions 22 and 28 because the County had no certification nor had staff made a recommendation. He said regarding Condition 28, the access road was not eliminated but only had some boulders placed on it to make it difficult to drive on. He said the County required the site to be restored to the original elevation and, if the County could get a certification, then it could be agreed Condition 22 was met. Commissioner Humke asked if there was a remedy for Condition 28. Mr. Judy felt County staff could determine the best solution for the road. Commissioner Humke said Mr. Krater indicated if the vegetation down the hill on the north side had to be maintained, then that road could be used to haul water. Mr. Judy said the irrigation requirement was to restore the site, but that did not mean it had to last forever.

In response to the call for public comment, Mr. Judy discussed the project's history. He noted the site was never fully restored to where it was originally but, if the requirements were met and certification provided, County staff would have had a recommendation. He understood the position staff was in and that the project would have worked if it had started at this point, but now the applicant was trying to fix what went wrong. He was concerned about establishing a precedent of letting what happened exist because it was too hard to fix it. He felt the Board needed to send a message that people had to follow the requirements placed on them by the County. He noted if Mr. Mollenberg was released to potentially sell the property, the County would give up its rights to require any further changes or repairs to the site. He stated the CAB was asking the County to enforce its Code.

The Chairman closed public comment.



Mr. Pelham said the plan in Condition 28 was to place boulders on the road that would be too big to be picked up, which would impede traffic. He said there was one boulder when he last visited the site, and he discussed where loosely packed fill was placed to approximate the original contour of the hillside. Commissioner Humke said the road was obviously a quad path, and he asked if the one boulder was sufficient to block quad traffic. Mr. Pelham said he could not recall its exact placement.

Adrian Freund, Community Development Director, reviewed the Board's actions regarding the conditions as identified on Page 2 of the staff report, and stated why he felt the visual scar of the roadway would remain even if the road's contours were changed. He noted any potential building permit would be held pending the Board's satisfaction and would go somewhat towards the Board's discussion regarding any building placement on the pad. He said staff did not say Condition 22 had been met because it clearly was not and it was up to the applicant to demonstrate Condition 28 was met.

In response to Commissioner Galloway, Mr. Freund confirmed Condition 8 was deleted by the Board. He said the report from the expert indicated the vegetation was growing well and there should be additional natural reseeding and vegetation growth next winter.

After further discussion, Mr. Freund advised Condition 28 said staff was responsible for determining when it was met and the boulders would be placed when site restoration was complete, but he could not say yet that Condition 28 had been met.

Mr. Freund said the property's zoning would allow a single residence. He advised staff discussed establishing a pad envelope area for that residence and they would not support any residence being permitted on the lower area discussed earlier.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 20 be conditionally approved to the extent there was compliance with the original Conditions 22 and 28 to restore the lower pad with additional fill and to place one boulder every 50 feet in a staggered pattern so a car could not use the road. He noted the approval would be affective when Community Development staff had verified they were completed.

**4:37 p.m.** The Board temporarily recessed.

**4:52 p.m.** The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District.

**5:01 p.m.** The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District.

**5:04 p.m.** The Board reconvened as the Board of County Commissioners

**Agenda Subject:** “Recommendation to approve Memorandum of Understanding between the County of Washoe and Redevelopment Agency of the City of Reno for the redevelopment of the Court Street Lot bounded by Court, Sierra, Virginia and Liberty Streets and owned by Washoe County; and if approved, authorize Chairman to execute Memorandum of Understanding--Public Works. (Commission District 3.)”

Katy Singlaub, County Manager, stated there was a change to the Memorandum of Understanding (MOU) to allow the County Manager or the Manager’s designee to approve expenditures of \$25,000 or less. She said expenditures of more than \$25,000 would still go before the Board of County Commissioners.

Dan St. John, Public Works Director, stated this was an opportunity to get together with the Redevelopment Agency of the City of Reno to develop a conceptual plan for the Board’s consideration. He said the conceptual plan would be used in the continuing process of seeking a public/private partnership with a partner who would be interested in developing the Court Street lot as well as meeting the County’s needs and the Redevelopment Agency’s vision for downtown. Chairman Larkin commented he was pleased to see the MOU moving forward.

Mr. St. John said the Redevelopment Agency was an expert in developing the downtown area and would greatly assist in getting the type of development agreement envisioned by the Commissioners. He advised the first step would be to form a committee represented equally by the Redevelopment Agency and Washoe County, and he described the composition of the committee as provided in the staff report. He explained the committee’s purpose was to define the best concept for redevelopment, which would then become the nucleus for proceeding forward and also for completing the Request for Proposal process. He noted the Redevelopment Agency had certain authorities the County did not have, such as the ability to negotiate and transfer land, that were believed to be necessary for the successful redevelopment of the site.

Chairman Larkin asked if State law allowed a County redevelopment agency. Ms. Singlaub replied it did and it could be looked at, but it was intended for counties that did not contain cities within their borders. She stated it would require creating a redevelopment district within the County’s jurisdiction, such as in Sun Valley. Commissioner Galloway advised it could never be in the downtown area because it was within the City of Reno’s jurisdiction and the Court Street lot was already in a redevelopment district. Ms. Singlaub confirmed a County redevelopment area would have to be within the County’s jurisdiction, which this area was not.

In response to Commissioner Galloway, Mr. St. John said the MOU encompassed the entire parcel, but it was made clear the highest and greatest need was expansion of the District Court and the Courts Master Plan would be used to meet that need. He confirmed any development agreement would not be inconsistent with the

Master Plan. He stated the idea right now was not to eliminate any possibilities, which was the reason for including the whole parcel. He advised the Courts Administrator was interested in doing this MOU.

James Graham, Redevelopment Agency of the City of Reno Economic Development Manager, advised the City and the Agency's Board approved this MOU. He said the Redevelopment Agency would work with the County to create an environment that would be efficient, effective, and productive in carrying out the business of law in the downtown area. He thanked Mr. St. John and the Assistant County Managers, John Berkich and Dave Childs, for using a professional and very common sense approach towards working with the Agency in developing this important piece of property.

Mr. Graham confirmed the Agency's view regarding the development of the site would be consistent with the Courts Master Plan. Chairman Larkin said he hoped creative venues would be developed that would be a win-win for everybody.

Commissioner Jung commented this was a great idea and commended the Redevelopment Agency and Washoe County staff that put the MOU together. She felt using the Agency's expertise could fast-track this project. She said this parcel was the core of downtown and it was important that commercial features would be included to make a more vibrant and safer downtown.

Commissioner Galloway hoped the downtown area would get a real market even if it was not located at this site. He noted the market was needed by the residents moving into the downtown area, and he felt it would encourage more residents to do so. He noted specialty markets had done very well in other areas where upscale residential was developed in the downtown area.

In response to the call for public comment, Gary Schmidt opposed the MOU because the citizens were most affected by the County's failure to plan for parking for the downtown Courts and because of the lack of citizen involvement in the process.

Mr. Schmidt continued talking after the allotted public comment time expired. Chairman Larkin said Mr. Schmidt was out of order. Mr. Schmidt made additional comments. Chairman Larkin said Mr. Schmidt was still out of order and any further outbursts would mean he would be escorted out of the Commission Chambers. Chairman Larkin commented the gesture placed upon the Commission by Mr. Schmidt constituted such an outburst, which was witnessed by all of the Commission members.

**5:22 p.m.** The Board recessed while Mr. Schmidt was escorted out of the Commission Chambers.

**5:25 p.m.** The Board reconvened with all members present.

Continuing public comment, Amy Harvey, County Clerk, commented she did not see herself or the District Attorney represented on the Development Committee. She requested one of them be allowed to provide some input since they were both users.

Garth Elliott said parking was needed and whatever was developed should augment the Discovery Center and the Nevada Museum of Art, both of which were very close to the site.

Chairman Larkin noted comments were made regarding citizens not being involved in this project, which were incorrect. He said citizens were involved with the building of the downtown courthouse and with other Redevelopment Agency projects, but he asked what would be the involvement by the public, the Clerk, and the District Attorney in this project. Mr. Graham replied the public was involved in a number of advisory committees that advise the Redevelopment Agency on a number of projects. He said the Development Committee could include other entities, but any changes would mean the agreement would have to go back to the Reno City Council because they approved the MOU based on the wording it contained.

Chairman Larkin said the MOU established the Development Committee, which was a steering committee, but there was nothing that precluded the creation of subcommittees within that Development Committee to include the various users. Mr. St. John replied there was a very active Downtown Courts working group that included all of the users. He felt as Public Works Director, he had to represent all of the users because he was technically the buildings' landlord. He also felt he demonstrated he was open and available and the working group would continue meeting. He confirmed the departments of other elected officials who did not have direct representation on the Development Committee were members of the working group. He made the commitment to make sure anything that was done went through the users and the process would be very open. He reminded the Board that staff had gone out to the downtown citizen groups and would continue to do so to solicit input from the citizens most impacted.

Mr. Graham confirmed if subcommittees were created, the MOU would have to go back to the Reno City Council for approval, which would put the process back 60 days. He reiterated there were a variety of citizen groups the Redevelopment Agency worked with every day on projects and the process was porous with public participation.

Chairman Larkin said it was a steering committee with all final decisions being made by the Board of County Commissioners. He noted the Board was very sensitive to the Clerk's concerns, but there had already been an experience with a group that was too large and not meeting with much success. He said he was very reticent about sending the MOU back and starting negotiations again. He asked the Clerk to work with the Board on this and he believed Mr. St. John would find when the Clerk called, he would listen. The Clerk said she appreciated that.

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

**08-831            AGENDA ITEM 16 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject: “Recommendation to approve a Grant Program Contract between the County of Washoe and Restart, Inc. to sub-grant Low Income Housing Trust Funds [\$208,430 and provide Washoe County support for program administration of \$20,843 for a total amount of \$229,273 for Fiscal Year 2008/09]; and if approved, authorize Chairman to execute Contract and Resolution necessary for same (grant provides assistance to families and seniors in danger of becoming homeless or who are homeless and are in need of assistance with utilities, security deposits, rent or a mortgage payment)--Management Services/Community Support Administrator. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 16 be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-832            AGENDA ITEM 13 – COMMUNITY RELATIONS**

**Agenda Subject: “Clarification of direction regarding video broadcasting/production and webstreaming/video on demand services--Community Relations. (All Commission Districts.)”**

Commissioner Jung asked about the price difference between what the County had now compared to what it had previously with Sierra Nevada Community Access Television (SNCAT). Kathy Carter, Community Relations Director, replied the total being paid to SNCAT was approximately \$150,000 per year. She said currently the contractor was being paid \$9,700 a month as an interim solution until a Request for Proposal (RFP) could be issued. She stated a separate contractor was providing video-streaming and Video On Demand for approximately \$15,000 a year with a one-time cost of approximately \$36,000. She said the County would be paying the same amount for what she felt was a much superior product.

Ms. Carter showed some of the slides that would be displayed on Washoe County’s bulletin board, which were placed on file with the Clerk. She said the bulletin board would provide timely information about County-specific programs and services to its citizens.

Ms. Carter noted after her presentation to the Board on May 27, 2008, she received four phone calls from vendors expressing interest and they all would be sent the RFP, including SNCAT.

Commissioner Galloway said the excerpts from the May 27th meeting gave Ms. Carter quite a bit of latitude. He stated his impression was it would be okay to continue looking while renewing the contract with SNCAT. Ms. Carter reiterated this was an interim solution until a bid could be chosen. She noted the current broadcast of the meetings was a much superior product, the meetings were being replayed, and the County bulletin board was available. She asked for the Board's and the employees' patience because there was 24-hour's notice that video webcasting and Video On Demand services were being revoked.

Commissioner Jung requested the Commission meetings be replayed more often and on a more dependable schedule because the Video On Demand service was not currently available. Ms. Carter said the independent contractor was doing a much better job of putting the schedule on the bulletin board.

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

**5:43 p.m.** The Board temporarily recessed.

**6:26 p.m.** The Board reconvened with Chairman Larkin absent and Commissioner Galloway temporarily absent. Vice Chairman Weber assumed the gavel.

**08-833      AGENDA ITEM 21 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Recommendation to review, consider modifications, and adopt, by Resolution, a Master Fee Schedule for 2008 as required by Article 906, Fees, Section 110.906.05, Fee Schedule, of the Washoe County Code Chapter 110, (Development Code) including new fees, adjusting fees annually by the CPI, and directing staff to return in no more than three years to review the Master Fee Schedule; and if adopted, authorize Chairman to execute Resolution--Community Development. (All Commission Districts.)”**

Kim Robinson, Planning Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. She stated the existing fee schedule was adopted in 2006 with the proviso that fees would increase or decrease on July 1st of each year and would be tied to the Consumer Price Index (CPI), which this year would be a 4.1 percent increase. She said the fees also had to be reviewed every five years by the Board of County Commissioners. She noted the Budget and Community Development Departments jointly reviewed the underlying assumptions regarding staff time that were used to develop the Master Fee Schedule in 2006. Ms. Purcell advised the review indicated that the majority of the County's fees currently recoup approximately 33 to 55 percent of staff-time costs. She noted fees were updated based on input from the Planning and Engineering staffs and by using the salary and benefits numbers. She said the new

Health Fees were reflected in this Master Fee Schedule. She stated Water Resources and Regional Parks and Open Space would be adopting their own fee schedules, which would then be incorporated into the Master Fee Schedule. She explained the proposed fees were based on recovering staff time and not on overhead or other operating costs.

**6:29 p.m.** Commissioner Galloway returned to the meeting.

Ms. Robinson discussed the fee comparison slide. She said staff was recommending the Board accept the staff-time recovery model and make it effective August 1, 2008. She said the new Master Fee Schedule was shared with the County's Development Services Advisory Committee to get input from the building community and responses were generally positive.

Melanie Purcell, Budget Manager, explained the proposed fees were standardized at 100 percent recovery of staff-time costs without overhead and other operating costs. She said recouping the overhead and other operating costs would be worth evaluating later, but it was considered more important right now to establish the concept of cost recovery as opposed to the existing structure. She noted the County-wide Cost Allocation Plan was not broken out in a way that would make recovering those costs easy to do.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 21 be adopted, directed, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-834            AGENDA ITEM 30 – COMMUNITY DEVELOPMENT**

**5:30 p.m.**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 218, Sun Valley Area, by adding a section that allows the secondhand sales use type outright in the neighborhood commercial regulatory zone in Sun Valley. (Bill No. 1547)--Community Development. (Commission Districts 3 and 5.)”

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

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, Vice Chairman Weber ordered that Ordinance No. 1377, Bill No. 1547, entitled, “**AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 218, SUN VALLEY AREA, BY ADDING A SECTION THAT ALLOWS**

**THE SECONDHAND SALES USE TYPE OUTRIGHT IN THE NEIGHBORHOOD COMMERCIAL REGULATORY ZONE IN SUN VALLEY,”** be approved, adopted and published in accordance with NRS 244.100.

**08-835            AGENDA ITEM 31 – COMMUNITY DEVELOPMENT**

**5:30 p.m.**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 206, High Desert Area; Article 210, South Valleys Area; Article 216, Spanish Springs Area; Article 222, Truckee Canyon Area; Article 302, Allowed Uses; Article 306, Allowed Uses and Structures; Article 314, Manufactured Home Parks; Article 316, Recreational Vehicle Parks; Article 324, Communication Facilities; Article 332, Aggregate Facilities; Article 334, Mining; Article 418, Significant Hydrologic Resources; Article 436, Street Design Standards; Article 504, Sign Regulations; Article 810, Special Use Permits, by substituting Board of Adjustment review of Special Use Permits for Planning Commission review where the Planning Commission is enumerated as the reviewing body and other matters properly relating thereto. (Bill No. 1557)--Community Development. (All Commission Districts.)”

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

Based on the findings as set forth in the staff report, on motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin absent, Vice Chairman Weber ordered that Ordinance No. 1378, Bill No. 1557, entitled, “**AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 206, HIGH DESERT AREA; ARTICLE 210, SOUTH VALLEYS AREA; ARTICLE 216, SPANISH SPRINGS AREA; ARTICLE 222, TRUCKEE CANYON AREA; ARTICLE 302, ALLOWED USES; ARTICLE 306, ALLOWED USES AND STRUCTURES; ARTICLE 314, MANUFACTURED HOME PARKS; ARTICLE 316, RECREATIONAL VEHICLE PARKS; ARTICLE 324, COMMUNICATION FACILITIES; ARTICLE 332, AGGREGATE FACILITIES; ARTICLE 334, MINING; ARTICLE 418, SIGNIFICANT HYDROLOGIC RESOURCES; ARTICLE 436, STREET DESIGN STANDARDS; ARTICLE 504, SIGN REGULATIONS; ARTICLE 810, SPECIAL USE PERMITS, BY SUBSTITUTING BOARD OF ADJUSTMENT REVIEW OF SPECIAL USE PERMITS FOR PLANNING COMMISSION REVIEW WHERE THE PLANNING COMMISSION IS ENUMERATED AS THE REVIEWING BODY AND OTHER MATTERS PROPERLY RELATING THERETO,**” be approved, adopted and published in accordance with NRS 244.100.



**5:30 p.m.**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 222, by amending Section 110.222, Truckee Canyon Area adding a “Wadsworth Commercial Corridor”. The corridor shall consist of those parcels having frontage on State Route (SR) 427, that are east of the Truckee river, west of the County line and south of SR 427; and to allow equipment repair and sales use type with the approval of a Special Use Permit by the Washoe County Planning Commission within the Medium Density Suburban (MDS) regulatory zone within the Wadsworth Commercial Corridor; and other matters relating thereto. (Bill No. 1558)--Community Development. (Commission District 4.)”

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

Based on the findings as set forth in the staff report, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Ordinance No. 1379, Bill No. 1558, entitled, “AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 222, BY AMENDING SECTION 110.222, TRUCKEE CANYON AREA ADDING A “WADSWORTH COMMERCIAL CORRIDOR”. THE CORRIDOR SHALL CONSIST OF THOSE PARCELS HAVING FRONTAGE ON STATE ROUTE (SR) 427, THAT ARE EAST OF THE TRUCKEE RIVER, WEST OF THE COUNTY LINE AND SOUTH OF SR 427; AND TO ALLOW EQUIPMENT REPAIR AND SALES USE TYPE WITH THE APPROVAL OF A SPECIAL USE PERMIT BY THE WASHOE COUNTY PLANNING COMMISSION WITHIN THE MEDIUM DENSITY SUBURBAN (MDS) REGULATORY ZONE WITHIN THE WADSWORTH COMMERCIAL CORRIDOR; AND OTHER MATTERS RELATING THERETO,” be approved, adopted and published in accordance with NRS 244.100. It was also ordered that the Chairman be authorized to execute the Development Agreement.

**5:30 p.m.**

**Agenda Subject:** “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA06-004 for Tentative Parcel Maps Case No’s. PM06-026, PM06-027, and PM06-028 for Gannett Family Trust, as previously approved by the Washoe County Parcel Map Review Committee; and if adopted, authorize Chairman to execute Development Agreement. (Bill No. 1559)--Community Development. (Commission District 4.)”

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

Based on the findings as set forth in the July 8, 2008 staff report, on motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Ordinance No. 1380, Bill No. 1559, entitled, **“AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-004 FOR TENTATIVE PARCEL MAPS CASE NO’S. PM06-026, PM06-027, AND PM06-028 FOR GANNETT FAMILY TRUST, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PARCEL MAP REVIEW COMMITTEE,”** be approved, adopted and published in accordance with NRS 244.100. It was also ordered that the Chairman be authorized to execute the Development Agreement.

**08-838            AGENDA ITEM 34 – COMMUNITY DEVELOPMENT**

**5:30 p.m.**

**Agenda Subject:** **“Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA06-005 for Tentative Parcel Maps Case No’s. PM06-031, PM06-032, and PM06-033 for Trust Company of America, as previously approved by the Washoe County Parcel Map Review Committee; and if adopted, authorize Chairman to execute Development Agreement. (Bill No. 1560)--Community Development. (Commission District 4.)”**

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

Based on the findings as set forth in the staff report, on motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Ordinance No. 1381, Bill No. 1560, entitled, **“AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-005 FOR TENTATIVE PARCEL MAPS CASE NO’S. PM06-031, PM06-032, AND PM06-033 FOR TRUST COMPANY OF AMERICA, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PARCEL MAP REVIEW COMMITTEE,”** be approved, adopted and published in accordance with NRS 244.100. It was also ordered that the Chairman be authorized to execute the Development Agreement.

**08-839            AGENDA ITEM 35 – REGIONAL PARKS**

**5:30 p.m.**

**Agenda Subject:** “Hearing for comments on the proposed sale of 111.1 acres (a portion of Canepa Ranch) to the United States of America (Department of Agriculture-Forest Service) pursuant to NRS 277.050 [\$1,530,000]. (Commission District 5.)”

The Vice Chairman opened the public hearing by calling on anyone wishing to speak for or against the proposed sale. There being no response, the hearing was closed.

In response to Commissioner Galloway, Melanie Foster, Legal Counsel, indicated this was only a hearing and no further action was required. Jennifer Budge, Park Planner, said the agreements would be brought to the Board on August 19, 2008 and Forest Service representatives would also be present.

There was no action taken on this item.

**08-840            AGENDA ITEM 36 – COMMUNITY DEVELOPMENT**

**5:30 p.m.**

**Agenda Subject:** “To amend the boundary of the Suburban Character Management Area for APN 534-561-10 (375 Calle de la Plata), and 076-290-13 (370 Alamosa Drive) to include both properties within the Suburban Character Management Area (Spanish Springs Area Plan), and authorize the Chairman to sign the Resolution after a finding of conformance by the Regional Planning Commission has been made. (Commission District 4.)”

The Vice Chairman opened the public hearing by calling on anyone wishing to speak for or against the boundary amendment. There being no response, the hearing was closed.

Vice Chairman Weber noted Chairman Larkin indicated he and the Citizen Advisory Board supported this amendment.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 36 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**5:30 p.m.**

**Agenda Subject:** “To amend the Washoe County Comprehensive Plan by replacing the existing Housing Element with a new Housing Element that provides an updated Housing Needs Assessment, updates the housing goals and policies to address the needs identified in the Needs Assessment in a manner consistent with NRS 278.150, 278.160, and 278.235, and provides for the regional coordination of housing policies, and other matters properly relating thereto, relating thereto, and authorize the Chairman to sign the Resolution after a finding of conformance with the Truckee Meadows Regional Plan has been made by the Regional Planning Commission. (All Commission Districts.)”

The Vice Chairman opened the public hearing by calling on anyone wishing to speak for or against the amendment. There being no response, the hearing was closed.

Based on the findings set forth in the staff report, on motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 37 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**Agenda Subject:** “Receipt, discussion and possible direction to staff regarding a report on the current County regulations and enforcement process for political campaign signs as well as draft language for possible Washoe County Code amendments concerning the regulation of political campaign signs--Manager. (Requested by Commissioners Weber and Humke.) (All Commissioner Districts.)”

Adrian Freund, Community Development Director, advised that a comprehensive rewrite of the County’s Sign Ordinance had been ongoing for several years and it was close to the point where it would be brought out for public discussion.

Mr. Freund discussed the current sign ordinance regarding temporary signs, which included election signs, as contained in the staff report dated July 14, 2008. He said as Director he had the authority under the Code to make Code interpretations and, because the Sign Code went back to 1986, there had been a great deal of case law relating to non-commercial speech. He discussed his interpretation of the case law and stated it was consistent with the way the Cities of Reno and Sparks regulated temporary signs with Sparks having a special provision for election-period signs. He advised that type of provision was found in many communities around the country and it regulated the size of a sign but not the total number of signs that could be placed on a property. He felt based on the existing case law, regulating the number of signs that could be placed on a property would probably be successfully challenged in court.

Mr. Freund discussed the applicable Code that applied to the seven complaints received this year regarding trailer-mounted signs. He stated all of the complaints were resolved voluntarily. He advised the County was responsible for Code enforcement in the Sphere of Influences for the Cities and the unincorporated areas of the County. He said letters were sent to all of the candidates reminding them of the Code regarding temporary signs and a second letter was sent to clarify the regulations regarding trailer-mounted signs.

Mr. Freund said the first recommendation was to begin public discussion on the draft Sign Code in its entirety as a replacement for the Chapter 110, Article Five in the Development Code. He stated reworking the Code must be done in concert with case law and must take into account the desires of the public and of the sign industry. He noted the second recommendation was to not change the rules in the middle of the election season.

In response to Commissioner Galloway, Bob Webb, Planning Manager, indicated the people receiving complaints were given a courtesy notice so they could voluntarily come into compliance. He said everyone had voluntarily complied, and he explained what would have happened if they had not. Commissioner Galloway asked about Mr. Caselli's plan to be in compliance after the election. Mr. Webb said Code Enforcement Officers would only react to complaints and, if there was progress towards compliance during the 30-day notice period, Code Enforcement Officers would typically extend the notice to allow voluntary compliance before issuing a citation.

Mr. Freund explained if the axels were taken off a trailer and then put back so it could be towed on a road; the regulations clearly stated the trailer must be registered. He noted Mr. Caselli indicated he was pulling his County signs out of circulation for a short period to bring them into compliance.

Commissioner Galloway asked if there was some way to handle vehicles with signs on them that never seemed to move. He saw nothing wrong with driving the vehicle to a game and parking it, but the key was it would not be left there. Mr. Webb said for those particular vehicles, the Code Enforcement Officer would talk with the owner of the business and the owner would have to demonstrate the vehicle was used for transporting goods or personnel, which typically meant the vehicle was moved once to a different location. He felt the language in the Code could be tightened up regarding the length of time if that was a concern. Commissioner Galloway said he had never received an official complaint, but raised the issue because he had seen such vehicles. He stated complaints were received about banners and signs on vehicles at Galena Junction and the Code should have a way to deal with them. Mr. Freund replied that was worth looking at as the new regulations were drafted.

Vice Chairman Weber asked for clarification regarding the statement that the County enforced Code for both the Cities of Reno and Sparks. Mr. Freund explained a city did not take on all of the services one might commonly think of as planning and

zoning related when a city extended its territorial jurisdiction, but only those powers specific to Nevada Revised Statute (NRS) 278.

Vice Chairman Weber said she understood each jurisdiction had its own Code that were all just a little bit different, but had there been any discussion about making them the same. Mr. Freund said that was a policy decision the Board would make when the Sign Code was brought to the Board and staff would bring a matrix containing those differences at that time. He stated the Codes were very similar besides election-period signs, and he felt some of the differences stemmed from the age of the County's Code.

Vice Chairman Weber felt the language for election signs had to be clear and distinct with everyone using the same terminology and should include fines in some cases, such as for signs left up too long. Mr. Freund stated he concurred with Vice Chairman Weber's sentiments regarding removal of signage, because the County incurred costs to remove them from a right-of-way after the elections were over. He indicated the County's Code clearly needed a section related to election-period signs and it was clearly a policy decision to what extent the Board wanted to regulate those signs within the framework of case law on non-commercial speech.

Vice Chairman Weber said the Regional Transportation Commission (RTC) and the Nevada Department of Transportation (NDOT) took down the signs and destroyed them if they were placed illegally. She asked if the signs could be tagged instead and it would be the candidate's responsibility to remove them. She advised those signs cost a lot of money and were only put where they were because it was believed that spot was correct. She felt people who had been in office should help work on the new ordinance and then it should go to the public, RTC, and NDOT to make it all work. Mr. Freund mentioned the Clark County situation where candidates or their agents, who had signs that were found to be illegal, were being told the signs needed to be moved. He said there were few of those instances here because the system was complaint driven and County staff was not actively out looking for illegally placed signs. Vice Chairman Weber advised a couple of agencies were out looking for illegally placed signs.

Commissioner Jung cautioned that any unintended consequences should be looked at if the Board decided to take a hard line on the freedom of speech issues, as well as making a regulation that someone could use to their advantage to hurt their opponent. She encouraged staff to look at the other municipalities to try and achieve some uniformity if at all possible, and she also agreed with having people with some experience providing feedback.

Commissioner Galloway suggested getting together with the other entities and putting together all the Code that was the same and then having special sections for those things that differed. Mr. Freund commented that might be difficult to achieve because Code rewrites were not done too often, but when they were rewritten he agreed that was the direction in which to move. Commissioner Galloway asked staff to look at the issue of signs mounted in the bed of pickup trucks.

In response to Commissioner Humke, Mr. Freund said State Vehicle Code required trailers that were hauled on the road to be registered. He stated the County could take the position that it was a State requirement and the County would not enforce it, but there was another section of the Code that talked about operable and inoperable vehicles and there was an attempt to harmonize those two regulations. He indicated he would investigate what Clark County did regarding elections signs having the wheels removed. He said he had just taken the required training on planning law, and there was some concern that a number of cases in the last few years were striking down the total duration requirement on signage. He advised the County needed to take a look at that to see if the County was on thin ice from the case law standpoint.

Commissioner Humke commented an ordinance regulating sound that was directed at the construction industry was eventually rescinded because of jurisdictional issues. He said it was felt if this type of ordinance was done again, it needed to be done on a comprehensive basis with all of the entities. He felt it was a form of harassment for candidates running county-wide to have to comply with the regulations of three different local governments, NDOT, and RTC. Commissioner Galloway said this was the chance to give direction, and he asked if the ordinance should say that having a license did not apply to political signs during election season. Commissioner Humke said the current Ordinance was not enforceable in a fair and equitable manner.

Commissioner Humke felt if you owned a pickup truck and were campaigning, you should be able to put a sign in the back and park it at a football game and not being able to do that sounded wrong to him. Mr. Freund said that had been a relatively rare complaint, but that issue would be taken under advisement. Commissioner Galloway said the whole point was it was complaint driven. He suggested if it became intractable, political signs could be exempted during an election season to promote a healthier election environment where people would not spend their time complaining about their opponent.

Vice Chairman Weber suggested political signs should be removed between the primary and the general election. She felt the licensing of the trailers was an area that the County should not be involved in.

Commissioner Galloway commented if the requirement was the trailer had to be licensed and the license had to be on it, it made it easier to steal. Vice Chairman Weber said they had been stolen. Commissioner Galloway felt proof the trailer was licensed should be sufficient. Mr. Freund said when the trailers were registered there would be proof of registration. He said they were all good suggestions as the ordinance changes moved forward. He noted the District Attorney would be looking at potential changes because of the sensitivity of the free speech issues.

In response to the call for public comment, Garth Elliott said he wanted a lot of public involvement in the process, and he discussed the license issues for trailers.

Vice Chairman Weber said she wanted public input, but did not feel a citizens committee should come up with the changes. She felt staff should work with the other entities and with candidates to draft the changes. Commissioner Galloway noted there was an open public hearing before any ordinance was passed, and for the public to be heard if there was an issue.

In response to Vice Chairman Weber, Mr. Freund summarized the following issues that needed to be looked at:

- Separately regulating time periods relative to the primary and general elections.
- Licensure of trailers and trailers with wheels taken off.
- Commonality with other jurisdictions including common terminology.
- Car or truck mounted mobile signs.
- Banners.
- Enforceable regulations that could not be manipulated.
- Time limits to pick up signs after the general election and the consequences for not doing so.

Commissioner Galloway added not changing the ordinance in the middle of an election season.

Mike Harper, Planning Manager, explained one of the reasons for separating out election signage and political speech was because an attorney who had worked for the Federal Communications Commission pointed out the current Ordinance did not address those two important issues. He noted election signs and political speech were protected in different ways. He said the staff report indicted the flavor of what might be coming, and he discussed the process of revising the Billboard Ordinance. He noted the revised Ordinance would be distributed next month to the two political parties, the sign industry, and the Citizen Advisory Boards. He also hoped one or two of the Commissioners would be willing to sit on some type of steering committee.

No action was taken on this item.

**08-843      AGENDA ITEM 27 – MANAGEMENT SERVICES/GOVERNMENT AFFAIRS**

**Agenda Subject: “Discussion and direction to staff regarding legislation or legislative issues proposed by Legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County, or issues arising out of the special legislative session-Management Services/Government Affairs. (All Commission Districts.)”**

John Berkich, Assistant County Manager, indicated there was nothing to report.



**08-844            AGENDA ITEM 38**

**Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”**

Commissioner Jung noted she would be attending the Regional Planning Governing Board meeting this Thursday at 2:00 p.m. here in the Commission Chambers in the Vice Chairman’s stead.

Commissioner Galloway asked if Commissioner Humke could attend the Regional Planning Governing Board meeting in his stead. Commissioner Humke replied he had the Health Board meeting, which generally overlapped it. He indicated the Reno Sparks Convention and Visitors Authority (RSCVA) meeting would occur on Thursday also.

Commissioner Humke discussed why a person was excluded earlier from the meeting. He said he requested the individual apologize and was rebuffed. Vice Chairman Weber felt what was done was appalling and asked if there was someone the Board could go to when someone takes that kind of action. Melanie Foster, Legal Counsel, said the District Attorney’s Office would be happy to come back and discuss the issues and what the Board’s options were, since it had been several years since the last discussion.

\* \* \* \* \*

**7:55 p.m.**        There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, Vice Chairman Weber ordered that the meeting be adjourned.

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**ROBERT M. LARKIN**, Chairman  
Washoe County Commission

**ATTEST:**

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**AMY HARVEY**, County Clerk  
and Clerk of the Board of  
County Commissioners

*Minutes Prepared by Jan Frazzetta, Deputy County Clerk*



**WASHOE COUNTY COMMISSION**

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(775) 328-2005

**RESOLUTION  
ADOPTING THE AMENDED HOUSING ELEMENT (CP08-003),  
A PART OF THE WASHOE COUNTY COMPREHENSIVE PLAN**

WHEREAS, Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master (comprehensive) plan for all or any part of the County, subject to County Commission approval;

WHEREAS, Section 278.160, Nevada Revised Statutes, specifies that the master plan shall include the following subject matter or portions thereof as deemed appropriate: community design, conservation plan, economic plan, historic properties preservation plan, housing plan, land use plan, population plan, public buildings, public services and facilities, recreation plan, safety plan, seismic safety plan, solid waste disposal plan, streets and highways plan, transit plan, and transportation plan, and such other plans as judged necessary;

WHEREAS, A public hearing on the adoption of the amended HOUSING ELEMENT, a part of the Washoe County Comprehensive Plan, was held on April 15, 2008 by said Planning Commission;

WHEREAS, The Washoe County Planning Commission has found that the HOUSING ELEMENT, a part of the Washoe County Comprehensive Plan, together with the applicable maps and descriptive matter, provide a long-term general plan for the development of the County including the subject matter currently deemed appropriate for inclusion in the Comprehensive Plan, and has submitted the amendment to the HOUSING ELEMENT to the Board of County Commissioners, Washoe County, with the recommendation for approval and adoption thereof;

WHEREAS, Section 278.220, Nevada Revised Statutes, specifies that the Board of County Commissioners of Washoe County, Nevada, may adopt and endorse plans for Washoe County as reported by the Planning Commission, in order to conserve and promote the public health, safety and general welfare;

WHEREAS, A public hearing on the adoption of the Washoe County Comprehensive Plan, including the HOUSING ELEMENT, was first held on September 21, 1999, with the most recent amendment to the HOUSING ELEMENT being held on July 22, 2008 by the Board of County Commissioners of Washoe County, Nevada;

WHEREAS, at the conclusion of the public hearing, the Board of County Commissioners endorsed the amendment to the HOUSING ELEMENT, a part of the Washoe County Comprehensive Plan, pursuant to Section 278.0282, Nevada Revised Statutes, for conformance review with the Truckee Meadows Regional Plan;

08-801

WHEREAS, A public hearing for the review of conformance of the Washoe County Comprehensive Plan, including the HOUSING ELEMENT, was first held on November 10, 1999, with the most recent amendment to the HOUSING ELEMENT being held on \_\_\_\_\_, 2008, by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

WHEREAS, The amendment to the HOUSING ELEMENT, a part of the Washoe County Comprehensive Plan, which is in conformance with the Truckee Meadows Regional Plan, has completed all the necessary requirements for adoption as specified in the Nevada Revised Statutes and Article 820, Amendment of Comprehensive Plan, of the Washoe County Development Code; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby adopt and endorse the amended HOUSING ELEMENT, a part of the Washoe County Comprehensive Plan, to serve as a guide for the orderly growth and development of Washoe County, Nevada.

ADOPTED This \_\_ day of \_\_\_\_\_, 2008.

WASHOE COUNTY COMMISSION

Robert M. Larkin, Chair

ATTEST:

Amy Harvey, County Clerk

08-291



**WASHOE COUNTY COMMISSION**

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(775) 328-2005

**RESOLUTION  
ADOPTING THE AMENDED SPANISH SPRINGS AREA PLAN (CP08-004),  
A PART OF THE WASHOE COUNTY COMPREHENSIVE PLAN**

WHEREAS, Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master (comprehensive) plan for all or any part of the County, subject to County Commission approval;

WHEREAS, Section 278.160, Nevada Revised Statutes, specifies that the master plan shall include the following subject matter or portions thereof as deemed appropriate: community design, conservation plan, economic plan, historic properties preservation plan, housing plan, land use plan, population plan, public buildings, public services and facilities, recreation plan, safety plan, seismic safety plan, solid waste disposal plan, streets and highways plan, transit plan, and transportation plan, and such other plans as judged necessary;

WHEREAS, A public hearing on the adoption of the amended SPANISH SPRINGS AREA PLAN, a part of the Washoe County Comprehensive Plan, was held on June 17, 2008 by said Planning Commission;

WHEREAS, The Washoe County Planning Commission has found that the SPANISH SPRINGS AREA PLAN, a part of the Washoe County Comprehensive Plan, together with the applicable maps and descriptive matter, provide a long-term general plan for the development of the County including the subject matter currently deemed appropriate for inclusion in the Comprehensive Plan, and has submitted the amendment to the SPANISH SPRINGS AREA PLAN to the Board of County Commissioners, Washoe County, with the recommendation for approval and adoption thereof;

WHEREAS, Section 278.220, Nevada Revised Statutes, specifies that the Board of County Commissioners of Washoe County, Nevada, may adopt and endorse plans for Washoe County as reported by the Planning Commission, in order to conserve and promote the public health, safety and general welfare;

WHEREAS, A public hearing on the adoption of the Washoe County Comprehensive Plan, including the SPANISH SPRINGS AREA PLAN, was first held on May 21, 1991, with the most recent amendment to the SPANISH SPRINGS AREA PLAN being held on July 22, 2008 by the Board of County Commissioners of Washoe County, Nevada;

WHEREAS, at the conclusion of the public hearing, the Board of County Commissioners endorsed the amendment to the SPANISH SPRINGS AREA PLAN, a part of the Washoe County Comprehensive Plan, pursuant to Section 278.0282, Nevada Revised Statutes, for conformance review with the Truckee Meadows Regional Plan;

013-80

WHEREAS, A public hearing for the review of conformance of the Washoe County Comprehensive Plan, including the SPANISH SPRINGS AREA PLAN, was first held on October 23, 1991, with the most recent amendment to the SPANISH SPRINGS AREA PLAN being held on \_\_\_\_\_, 2008, by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

WHEREAS, The amendment to the SPANISH SPRINGS AREA PLAN, a part of the Washoe County Comprehensive Plan, which is in conformance with the Truckee Meadows Regional Plan, has completed all the necessary requirements for adoption as specified in the Nevada Revised Statutes and Article 820, Amendment of Comprehensive Plan, of the Washoe County Development Code; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby adopt and endorse the amended SPANISH SPRINGS AREA PLAN, a part of the Washoe County Comprehensive Plan, to serve as a guide for the orderly growth and development of Washoe County, Nevada.

ADOPTED This \_\_\_\_\_, 2008.

WASHOE COUNTY COMMISSION

Robert M. Larkin, Chair

ATTEST:

Amy Harvey, County Clerk

08-2-08

**RESOLUTION**

**WHEREAS**, Section 110.906.05 of the Washoe County Code provides for the adoption by Resolution of a Master Fee Schedule setting forth the fees for processing applications under the Development Code; and

**WHEREAS**, It was the direction of the Washoe County Commission as stated in its Resolution adopted on June 19, 2007, that should, prior to the fifth year after the adoption of the Resolution, Chapter 110 of the Washoe County Code (Development Code) be amended in such a way as to affect the fees as enumerated in the Master Fee Schedule, or should it be determined that changes in administrative processes merit a re-examination of the Schedule such amendments shall commence and be returned to the County Commission for further consideration and adoption; and

**WHEREAS**, Staff conducted an extensive review of the existing Master Fee Schedule, compared the Consumer Price Index (CPI) increases for the past five years with actual wage and overhead for reviewing staff, reviewed the City of Sparks and City of Reno newly adopted fee schedules, and staff has determined that changed circumstances merit a reexamination of the Schedule; and

**WHEREAS**, The annual CPI adjustments have not accurately covered the cost of service; now, therefore, be it

**RESOLVED**, That the Master Fee Schedule for processing applications pursuant to Chapter 110 of the Washoe County Code (Development Code) is hereby amended by adopting the new Master Fee Schedule, which is attached hereto as Attachment A; now, therefore, be it further

**RESOLVED**, That the Master Fee Schedule shall be reviewed no later than three (3) years from the date of adoption of this Resolution to determine if the annual CPI adjustments have accurately covered the cost of service; now, therefore, be it further

**RESOLVED**, That the Master Fee Schedule shall have the individual fees, except for the District Health Department fees, adjusted automatically each year by the percentage increase or decrease of the Consumer Price Index (CPI Western Region, as annually published); the fee adjustment to be rounded to the nearest dollar, unless action by the Washoe County Commission is taken to change the individual fee; now, therefore, be it further

**RESOLVED**, That should, prior to the third year after the adoption of the Resolution, it be determined that changes merit a re-examination of the Schedule, the Master Fee Schedule shall be returned to the County Commission for further consideration and adoption.

**ADOPTED** this 22nd day of July, 2008.

*Bonnie Heber*

Robert M. Larkin, Chairman

ATTEST:  
*Amy Harvey*  
Amy Harvey, Washoe County Clerk

WASHOE COUNTY DEVELOPMENT SERVICES - RECOMMENDED MASTER FEE SCHEDULE FOR FY 2008/2009

	Planning Fees	Engineering Fees	WC District Health Dept.				Water Resources Fees	2008/2009 Total Fees
			Environmental/Air Qual Fees	Vector Control Fees	Parks Fees			
1 Abandonment	\$1,304	\$246	\$56	\$147	-	\$26	\$1,778	
2 Abandonment - Tahoe	\$1,304	\$246	\$56	\$147	-	-	\$1,752	
3 Administrative Permit	\$1,491	\$82	\$56	\$147	-	\$38	\$1,814	
4 Administrative Permit - Tahoe	\$1,491	\$82	\$56	\$147	-	-	\$1,776	
5 Agricultural Exemption Land Division	\$250	\$500	-	-	-	-	\$750	
6 Amendment of Conditions	\$805	\$491	-	\$180	-	-	\$1,477	
7 Appeals/Initiation of Revocation	\$930	-	-	-	-	-	\$930	
8 Appeals with Map	\$930	\$491	-	-	-	-	\$1,421	
9 Appeal of Administrative/Code Enforcement Decision	-	-	-	-	-	-	\$0	
10 Boundary Line Adjustment	\$62	\$233	\$56	\$147	-	\$38	\$536	
11 Boundary Line Adjustment - Tahoe	\$62	\$233	\$56	\$147	-	-	\$498	
12 Comprehensive Plan Amendment	\$4,046	\$82	\$159	\$81	\$65	\$2,549	\$6,982	
13 Comprehensive Plan Amendment - Tahoe	\$4,046	\$82	\$159	\$81	\$65	-	\$4,433	
14 Construction Plan Review	\$374	\$2,457	\$220	\$114	-	-	\$3,165	
15 Cooperative Planning	\$1,230	-	-	-	-	-	\$1,230	
16 Development Agreement Less Than 5 Parcels	\$3,500	-	\$1,658	-	-	-	\$5,158	
17 Development Agreement 5 or More Parcels (Note 2)	\$5,000	-	\$1,658	-	-	-	\$6,658	
18 Development Code Amendment	\$2,675	\$1,638	-	-	-	-	\$4,313	
19 Division of Large Parcels (see Note 1)	\$252	\$416	\$47	-	-	\$35	\$750	
20 Extension of Time Requests (Not Subs)	\$359	-	-	-	-	-	\$359	
21 Extension of Time Requests - Subdivisions	\$359	-	-	-	-	-	\$359	
22 Final Map Certificate of Amendment	\$405	\$186	-	-	-	-	\$591	
23 Final Map Amendment (NRS 278.473) with sewer	\$587	\$373	\$344	\$180	-	-	\$1,484	
24 Final Map Amendment (NRS 278.473) with no sewer	\$587	\$373	\$919	\$180	-	-	-	
25 Final Subdivision Map	\$587	\$983	\$220	\$114	-	\$102	\$2,006	
26 Final Subdivision Map w/ SHR, Hillside Ordinance or CC&Rs ADD ea	\$587	-	-	-	-	-	\$587	
27 Final Subdivision Map - Tahoe	\$587	\$983	\$220	\$114	-	-	\$1,904	
28 Modification of Landscaping/Parking Standards by Director of Community Development	\$338	-	-	-	-	-	\$338	
29 Noticing, Additional or Re-Noticing at Applicant Request	\$52	-	-	-	-	-	\$52	
30 Parcel Map/Waiver - No System	\$930	\$186	\$713	\$246	-	\$68	\$2,143	
31 Parcel Map/Waiver - 1 System (Sewer)	\$930	\$186	\$303	\$246	-	\$153	\$1,818	
32 Parcel Map/Waiver - 1 System (Water)	\$930	\$186	\$713	\$246	-	\$153	\$2,228	
33 Parcel Map/Waiver - 2 Systems	\$930	\$186	\$303	\$246	-	\$203	\$1,868	
34 Parcel Map/Waiver - Tahoe (Sewer)	\$930	\$186	\$303	\$246	-	-	\$1,665	
35 Parcel Map/Waiver - Sun Valley (No WC Utilities)	\$930	\$186	\$303	\$246	-	\$51	\$1,716	
36 Recording Parcel, DLP, Reversion to Acreage, Record of Survey	-	\$155	-	-	-	-	\$155	
37 Reinspection Fee	-	-	-	-	-	-	\$50-Hr.	
38 Research/Copying	-	-	-	-	-	-	Note 2	
39 Reversion to Acreage	\$62	\$186	\$56	\$147	-	\$26	\$478	
40 Reversion to Acreage - Tahoe	\$62	\$186	\$56	\$147	-	-	\$452	
41 Sign Permit/Inspection - Permanent or Temporary (to be determined)	-	-	-	-	-	-	-	
42 Special Use Permit/Residential/Minor	\$1,366	\$82	\$138	\$114	-	\$203	\$1,903	
43 Special Use Permit/Residential/Minor - Tahoe	\$1,366	\$82	\$138	\$114	-	-	\$1,700	
44 Special Use Permit/Commercial & Industrial/Minor	\$2,581	\$164	\$138	\$114	-	\$203	\$3,200	
45 Special Use Permit/Commercial & Industrial/Minor - Tahoe	\$2,581	\$164	\$138	\$114	-	-	\$2,997	
46 Special Use Permit/Residential/Major	\$1,366	\$93	\$1,658	\$114	-	\$203	\$3,434	

WASHOE COUNTY DEVELOPMENT SERVICES - RECOMMENDED MASTER FEE SCHEDULE FOR FY 2008/2009

	Planning Fees	Engineering Fees	WC District Health Dept.			Parks Fees	Water Resources Fees	2008/2009 Total Fees
			Environmental/Air Qual Fees	Vector Control Fees				
47 Special Use Permit/Residential/Major - Tahoe	\$1,366	\$93	\$1,658	\$114	-	-	\$3,231	
48 Special Use Permit/Commercial & Industrial/Major	\$2,581	\$655	\$1,658	\$114	-	\$203	\$5,211	
49 Special Use Permit/Commercial & Industrial/Major - Tahoe	\$2,581	\$655	\$1,658	\$114	-	-	\$5,008	
50 Special Use Permits with Review of Environmental Impact Statement - Residential - ADD	\$692	-	-	-	-	-	\$692	
51 Special Use Permits with Review of Environmental Impact Statement - Commercial and Industrial - ADD	\$1,526	-	-	-	-	-	\$1,526	
52 Specific Plan	\$4,139	\$1,310	-	-	-	\$1,274	\$6,789	
53 Specific Plan - Tahoe	\$4,139	\$1,310	-	-	\$65	-	\$5,515	
54 Tentative Subdivision Map - No System**	\$2,893	\$1,638	\$919	\$180	\$129	-	\$5,759	
55 Tentative Subdivision Map - 1 System (Sewer)**	\$2,893	\$1,638	\$344	\$180	\$129	\$2,039	\$7,223	
56 Tentative Subdivision Map - 1 System (No Sewer)**	\$2,893	\$1,638	\$919	\$180	\$129	\$1,019	\$6,778	
57 Tentative Subdivision Map - 2 Systems**	\$2,893	\$1,638	\$344	\$180	\$129	\$3,059	\$8,243	
58 Tentative Subdivision Map - Tahoe (Sewer)**	\$2,893	\$1,638	\$344	\$180	\$129	-	\$5,184	
59 Tentative Subdivision Map with Hillside Ordinance - ADD	\$2,893	-	-	-	-	-	\$2,893	
60 Tentative Subdivision Maps with Significant Hydrologic Resource- ADD	\$2,893	-	-	-	-	-	\$2,893	
61 Tentative Subdivision Maps with Common Open Space - ADD	\$2,893	-	-	-	-	-	\$2,893	
62 Variance Residential & Commercial/Industrial - Tahoe	\$1,241	\$47	\$56	\$147	-	-	\$1,491	
63 Variance Residential & Commercial/Industrial	\$1,241	\$47	\$56	\$147	-	\$26	\$1,617	

(P:Planning/Applications/FY2007-8)

NOTE 1: \$750 fee capped by NRS for Division of Land into Large Parcels only  
 NOTE 2: \$5000 deposit on time and materials. Additional \$5000 increments may be required.  
 NOTE 3: \$50 per hour after first 1/2 hour for Planner, \$20 per hour after first 1/2 hour for Clerk, Public Records Research/Copying  
 \*\* \$5 per lot fee additional engineering charges



Application Type	2008 - 2009 City of Reno	2007 - 2008 City of Sparks	FY2007 - 2008 Washoe County	FY2008 - 09 Total Washoe County	Total Washoe County Fees With 25% Increase	FY 2008-09 Cost of Service Washoe County	75% cost/recovery
Abandonment	4,138	635	956	985	1,244	1,634	1,225
Administrative Permit <sup>1</sup>	N/A	N/A	980	1,020	1,275	1,671	1,253
Amendment of Conditions of Approval	2,485	-	894	931	1,163	930	1,107
Appeal of Decision	50	-	476	496	619	1,421	1,066
Appeal of Decision with Map	60	-	793	828	1,032	1,421	1,066
Boundary Line Adjustment	1,394	1,325	311	324	405	393	295
Comprehensive/Master Plan Amendment + Zone Change	26,494 + 12,717	2,500 + 517	5,366	5,986	6,983	7,230	5,423
Construction Plan Review (Typically collect with final sub. map)	46,955	5,000 + 200/cf	1,230	1,921	2,401	2,831	2,123
Cooperativa Plan Area Surcharge	17,065	1,900 + 120/m <sup>2</sup>	6,650 (6,000 deposited toward staff time)	3,500 <sup>10</sup> + 6,650	N/A	N/A	N/A
Development Agreement <sup>1</sup>	N/A	450	2,645	2,753	3,442	4,313	3,235
Development Code Amendment	711	-	119	124	155	363	287
Extension of Time Requests for Approved Applications	711	-	119	124	155	369	277
Final Map Certification of Amendment	30	84	399	415	519	591	444
Final Map Minor/Major Amendment (NRS 278.473 & 475)	-	-	957	621	777	960	720
Final Subdivision Map <sup>7</sup>	23,121	2,160	1,051	1,064	1,368	1,738	1,304
Final Subdivision Fees	0/1,325	500/142	0/50	52	65	N/A	N/A
Final Re-inspection	-	90/hr	40/hr	52	65	N/A	N/A
Final Re-inspection	-	80.50/hr	40/hr (Planner)	42	52	N/A	N/A
Reversion to Acreage	1,532	840	207	215	269	277	208
Special Use Permit Residential, Minor <sup>4, 11</sup>	19,311 + 585	7,485	1,262	1,314	1,642	1,925	1,444
Special Use Permit Residential, Major <sup>4, 11</sup>	19,311 + 585	\$10,000 deposited toward staff time @ \$90.50/hr	2,800	2,915	3,644	3,456	2,592
Special Use Permit Commercial/Industrial, Minor <sup>4, 11</sup>	19,311 + 585	7,485	2,086	2,172	2,714	3,222	2,416
Special Use Permit Commercial/Industrial, Major <sup>4, 11</sup>	19,311 + 585	\$10,000 deposited toward staff time @ \$90.50/hr	3,924	4,065	5,106	5,263	3,925
Specific Plan/Planned Unit Development	35,972	\$500 deposited toward staff time @ \$90.50/hr	4,704	4,897	6,121	7,024	5,268
Tentative Map of Division into Large Parcels <sup>5</sup>	N/A	N/A	750	750	750	750	N/A
Tentative Parcel Map <sup>7</sup>	2,297	1,080	1,644	1,711	2,139	1,850	1,417
Tentative Subdivision Map with water and sewer <sup>8, 9</sup>	25,479	22,800	6,496	6,762	8,453	8,586	6,447
Variance	Single Family Zoning - \$2,306 Other zoning - \$6,159 Minor deviation - \$737	4,110	791	923	1,029	1,344	1,008

**Washoe County Fee Notes:**

- Resolution 01-647 Re-basing Fees Adopted 6/19/01, eff. 7/1/01.  
Includes Vector-Borne Diseases Program Fee Schedule, approved by the State Board of Health, effective September 12, 2003.
- Care of the Infirm, Exempt.
  - \$5,000 deposit on time and materials. Additional \$5,000 increments may be required. See 2008-2009 Master Fee Schedule for more details.
  - Add \$181 each if Significant Hydrologic Resource, Hillside Ordinance, or CC&R's are associated with the project.
  - Add \$692 to applications which require review of an environmental impact statement.
  - Add \$1,526 to applications which require review of an environmental impact statement.
  - Division of Land into Large Parcels capped at \$750 by NRS.
  - Fees vary depending on whether any systems (i.e. community water/sewer) are available. Highest fee (property on well/septic) is shown.
  - Fees vary depending on whether any systems (i.e. community water/sewer) are available. Highest fee (property on community water/sewer) is shown.
  - Add \$1,725 each if Significant Hydrologic Resource, Hillside Ordinance, or CC&R's are applicable.

**Sparks Fee Notes:**

- All Sparks applications requiring a public hearing have a \$500 notice fee added to listed application fee.

**Reno Fee Notes:**

- Reno requires an additional \$585 Code Enforcement Fee be paid for Special Use Permits.

N/A = Not Available

**RESOLUTION** – Authorizing the Grant of Public Money to a Private Nonprofit Organization

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2008-2009 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Restart Inc., a private, nonprofit organization, a grant for fiscal year 2008-2009 in the amount of \$229,273 (\$208,430 LIHTF 10% county support of \$20,843) (Community Support).
2. The purpose of the grant, the maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 22nd day of July 2008

*Bonnie Heber*  
Robert M. Larkin, Chairman  
Washoe County Commission

ATTEST  
*Angie Harvey*  
County Clerk



08-831

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

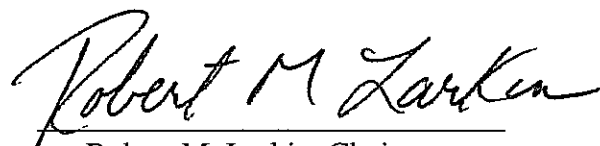
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$50,000 in funding is needed to assist in providing support for the development of Access to Healthcare Network, a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee; now, therefore, be it

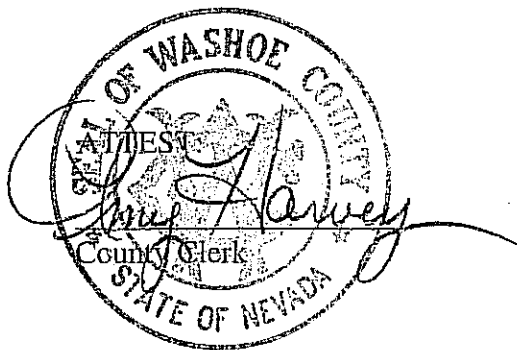
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Nevada Public Health Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2008-2009 in the amount of \$50,000 (Community Support).
2. The purpose of the grant is to provide for the establishment of the Network to provide working uninsured northern Nevada resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network, which will provide a substantial benefit to the inhabitants of the county.

Adopted this 22nd Day of July 2008.



Robert M. Larkin, Chairman  
Washoe County Commission



RESOLUTION: Authorizing grant of funds to the Economic Development Authority of Western Nevada

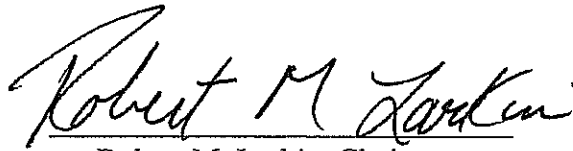
WHEREAS, pursuant to NRS 244.1505, Washoe County may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County desires to provide money to the Economic Development Authority of Western Nevada (EDAWN) to support economic development efforts including Recruitment Efforts, Business Retention and Expansion in the amount of \$33,750.

WHEREAS, Washoe County finds that these economic development services provide a substantial benefit to the inhabitants of the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby enters into the attached Grant Agreement to provide funds to the Economic Development Authority of Western Nevada for the purposes set forth in the attached Grant Agreement.

Adopted this 22nd Day of July 2008.



Robert M. Larkin, Chairman  
Washoe County Commission



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit  
Organization Created for Religious, Charitable or Educational  
Purposes

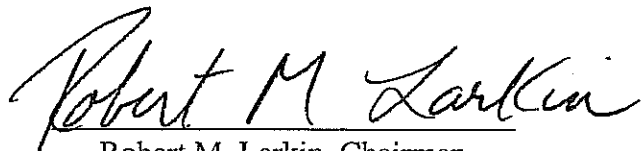
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$6,777 in funding is needed to assist in providing services to encourage a clean community; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Keep Truckee Meadows Beautiful, a non-profit organization created for religious, charitable or educational purposes, a grant for fiscal year 2008 - 2009 in the amount of \$6,776 (Community Support).
2. The purpose of the grant is to provide assistance to KTMB with Adopt-A-Spot, Open Space Community Clean-up, and Christmas Tree Recycling in the incorporated and unincorporated areas of Washoe County, which will provide a substantial benefit to the inhabitants of the county.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 22nd Day of July 2008.



Robert M. Larkin, Chairman  
Washoe County Commission



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit  
Organization Created for Religious, Charitable or Educational  
Purposes

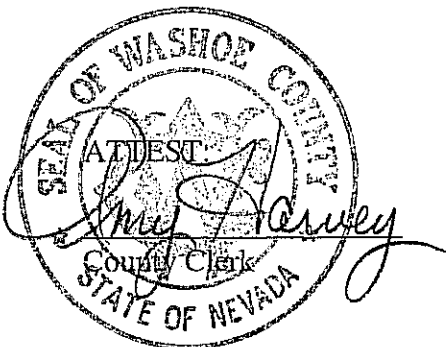
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$7,721 in funding is needed to assist in providing services to encourage fair housing standards; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Silver State Fair Housing, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2008 - 2009 in the amount of \$7,721 (Community Support).
2. The purpose of the grant is to provide informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities, which will provide a substantial benefit to the inhabitants of the county.

Adopted this 22nd Day of July 2008.



*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission

### PROCLAMATION

**WHEREAS,** The Hug Your Kids Today project encourages working parents to forget about the idea of a “work-life balance” and instead put “family first and work a close second”; and

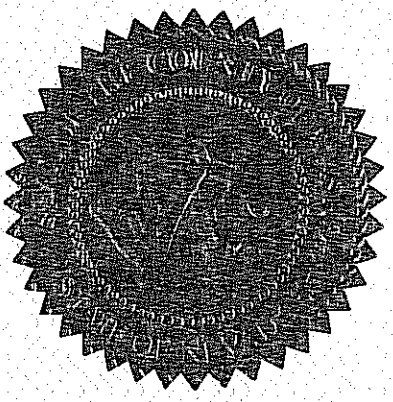
**WHEREAS,** The Hug Your Kids Today project helps parents have less stress and guilt by encouraging them to hug their children everyday; and

**WHEREAS,** Michelle Nichols created the Hug Your Kids Today project in honor of her son, Mark Nichols, who suddenly died from brain cancer at the age of 8 ½ in 1998; and

**WHEREAS,** Michelle Nichols and the Hug Your Kids Today project have inspired parents across the country to prioritize and place their kids before their work; now, therefore, be it

**PROCLAIMED,** That the Washoe County Board of Commissioners hereby proclaims July 21, 2008 as NATIONAL HUG YOUR KIDS DAY in Washoe County, Nevada, and urges all parents to hug their children and improve the quality of life for them.

**ADOPTED** this 22<sup>nd</sup> day of July, 2008.



*Robert M. Lovkin*  
Chairman  
Washoe County Commission

08-807

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
CITY OF CARLIN ON BEHALF OF  
THE CARLIN POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF CARLIN on behalf of CARLIN 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, 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 2008/2009 USER shall pay to WASHOE a fee of \$ 6,085, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-8-27



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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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.

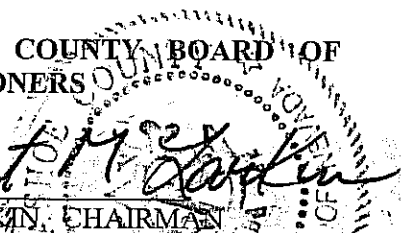
C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such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

DATE: 5-7-08

BY: *Michael Haley*  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF COMMISSIONERS  
BY: *Robert M. Larkin*  
ROBERT M. LARKIN, CHAIRMAN

The seal of the Washoe County Board of Commissioners is circular with a double-line border. The outer ring contains the text "WASHOE COUNTY BOARD OF COMMISSIONERS" at the top and "STATE OF NEVADA" at the bottom. The center of the seal features a stylized mountain range and a sun.

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK

USER

DATE: 5-19-08

BY: *Cliff Ekles*  
MAYOR CITY OF CARLIN

## **Exhibit B**

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### 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 \$200.00 per sample

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

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$75.00 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - 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
  - 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
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$9,707**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

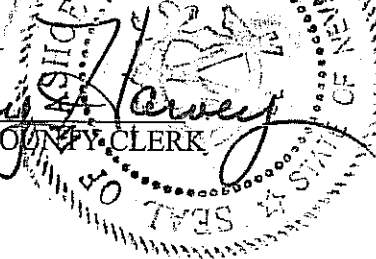
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M. Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Janice Harvey  
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is circular with a double border. The outer border contains the text "SEAL OF WASHOE COUNTY, NEVADA" and the year "1862". The inner border contains the text "COUNTY CLERK". The center of the seal features a landscape scene with a mountain, a river, and a tree.

USER

DATE: 5-6-08

BY: Rhyan

## **Exhibit B**

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### 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 \$200.00 per sample



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

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$75.00 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - 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
  - 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
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$41,536**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

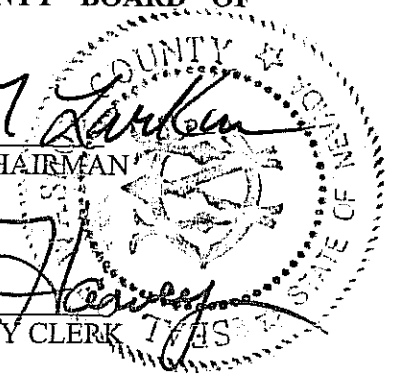
DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN



DATE: 7.22.08

ATTEST: Amy Hawley  
WASHOE COUNTY CLERK

USER

DATE: 4/30/08

BY: Budd R. P.

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
ELKO COUNTY ON BEHALF OF  
THE ELKO COUNTY SHERIFF'S OFFICE  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$35,349**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.



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

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

DATE: 4-24-08

BY: Michael Hally  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: Robert M. Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Hameg  
WASHOE COUNTY CLERK

USER

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

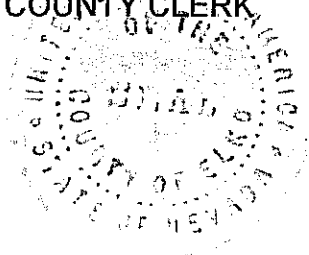
D. Hatzfeld  
Elko County Sheriff

DATE: 6/16/08

BY: Mike Nannini  
ELKO COUNTY COMMISSION CHAIRMAN  
MIKE NANNINI

DATE: 6/16/08

ATTEST: Win Smith  
ELKO COUNTY CLERK



## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF ELKO ON BEHALF OF  
THE ELKO POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$27,122**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



USER

DATE: 4-29-08

BY: Mike Smith

## **Exhibit B**

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### 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 \$200.00 per sample

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

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$75.00 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - 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
  - 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
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, paint, hair and explosive materials



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

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$3,693**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-8-27

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: *Michelle Halsey*  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF COMMISSIONERS  
BY: *Robert M Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Hervey*  
WASHOE COUNTY CLERK

DATE: 5/6/08 BY: \_\_\_\_\_

USER  
*[Signature]*  
CHAIRMAN

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF FALLON ON BEHALF OF  
THE FALLON POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF FALLON on behalf of THE FALLON 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, 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 2008/2009 USER shall pay to WASHOE a fee of \$28,764, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

28-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: *Michael Haley*  
WASHOE COUNTY SHERIFF

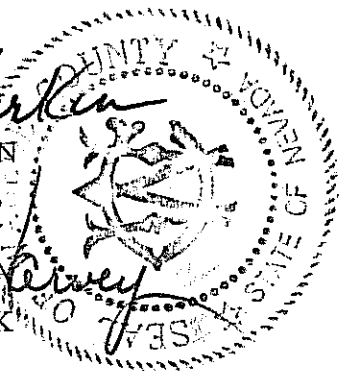
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: *Robert M Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK



USER

DATE: 4-28-08

BY: *Capt. Frank [Signature]*



## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE FALLON PAIUTE-SHOSHONE TRIBE ON BEHALF OF  
THE FALLON PAIUTE-SHOSHONE TRIBAL POLICE  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 FALLON PAIUTE-SHOSHONE TRIBE on behalf of THE FALLON PAIUTE-SHOSHONE TRIBAL POLICE 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, 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 2008/2009 USER shall pay to WASHOE a fee of \$514, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

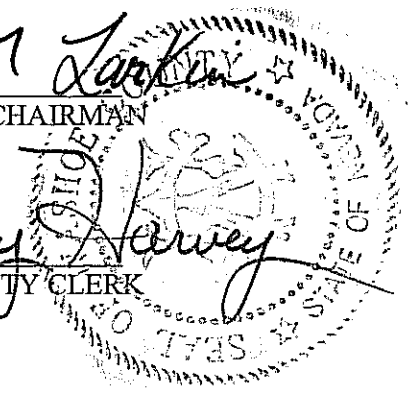
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Hervey  
WASHOE COUNTY CLERK



USER

DATE: May 5, 2008

BY: Alvin Mayhew  
Tribal Chairman

## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### 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 \$200.00 per sample

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

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$75.00 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - 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
  - 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
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

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

**W I T N E S S E T H:**

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

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

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

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

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

WASHOE staff shall be available, 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 2008/2009 USER shall pay to WASHOE a fee of **\$21,104**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827



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 15 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 15 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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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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: Robert M. Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Imy Harvey  
WASHOE COUNTY CLERK

USER

DATE: 6-19-08

BY: John H. Milton III

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of \$12,399, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

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4. **EFFECTIVE DATE AND RENEWAL:**

- A. This Agreement shall be effective as of July 1, 2008 and terminate as of June 30, 2009.

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: 5-7-08

BY: *Richard Haley*  
WASHOE COUNTY SHERIFF

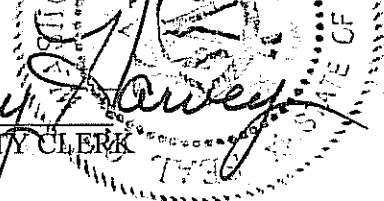
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: *Robert M Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Hawley*  
WASHOE COUNTY CLERK



USER

DATE: 5/19/08

BY: *Ron Unger*

DATE: 05/19/08

BY: *Chuck Olson*  
LANDER COUNTY COMMISSION CHAIR

DATE: 05/19/2008

BY: *Gladys Burns*  
LANDER COUNTY CLERK

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

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- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

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- WIN/AFIS database

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- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LOVELOCK ON BEHALF OF  
THE LOVELOCK POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF LOVELOCK on behalf of THE LOVELOCK 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$528**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

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

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DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

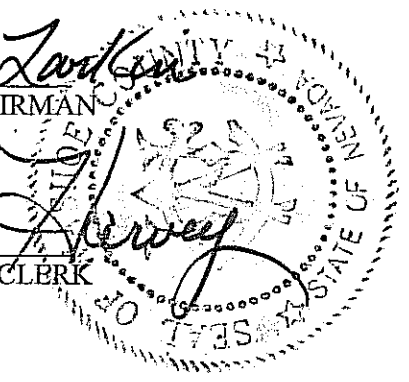
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



USER

DATE: 4-28-08

BY: [Signature]

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

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- WIN/AFIS database

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- Trace evidence analysis of fibers, paint, hair and explosive materials

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

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

**WITNESSETH:**

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

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

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

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

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$92,066**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

68-827

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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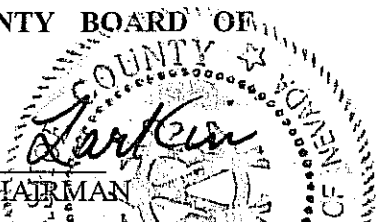
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DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF COMMISSIONERS  
BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN



DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK

DATE: 04-28-08

USER  
BY: [Signature]

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

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#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of \$5,012, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: *Richard Haley*  
WASHOE COUNTY SHERIFF

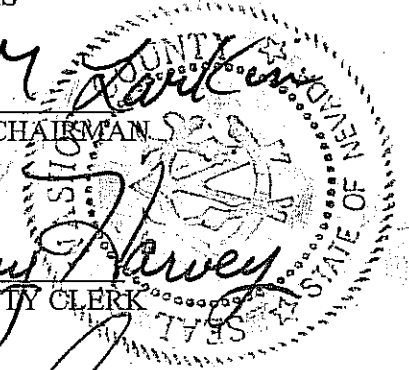
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: *Robert M. Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK



DATE: 4/23/2008

USER  
BY: *Paul [Signature]*  
Mineral County Sheriff

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials



**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
NYE COUNTY ON BEHALF OF  
THE NYE COUNTY SHERIFF'S OFFICE  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 NYE COUNTY on behalf of THE NYE 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$528**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: *Michael Haby*  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF  
COMMISSIONERS  
BY: *Robert M. Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK

USER

DATE: 5/19/08

BY: *Carl D. Huff*

DATE: 5-19-08

BY: *Tori Eastley*

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
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- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

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

**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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$18,202**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

28-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

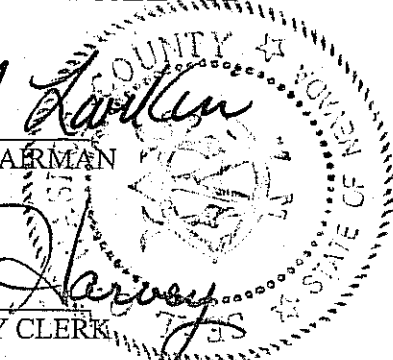
BY: *Michele Haley*  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF  
COMMISSIONERS  
BY: *Robert M Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is circular with a double-line border. The outer ring contains the text "WASHOE COUNTY" at the top and "STATE OF NEVADA" at the bottom. The center of the seal features a five-pointed star and a smaller circular emblem.

DATE: 05/07/08 BY:

USER  
*[Signature]*  
*RECEIVED*



## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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)
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- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
STOREY COUNTY ON BEHALF OF  
THE STOREY COUNTY SHERIFF'S OFFICE  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 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, 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 2008/2009 USER shall pay to WASHOE a fee of \$6,859, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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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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, 2008 and terminate as of June 30, 2009.

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

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

DATE: 6-3-08

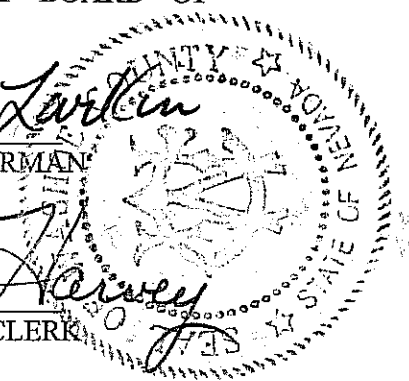
BY: *Theresa Haey*  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF  
COMMISSIONERS  
BY: *Robert M Larkin*  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK



DATE: 6/5/08 BY: *Jim Gray*  
USER

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
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- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
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- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
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- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
TRUCKEE MEADOWS COMMUNITY COLLEGE  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE**

Truckee Meadows Community College  
RECEIVED  
APR 30 2008  
Vice President for Finance  
and Administrative Services

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 TRUCKEE MEADOWS COMMUNITY COLLEGE, 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$1,055**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827



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 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

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

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

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

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4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2008 and terminate as of June 30, 2009.

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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

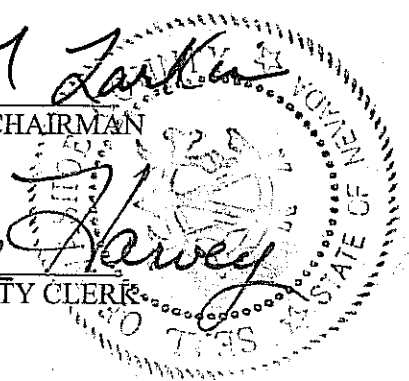
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



USER

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

Board of Regents of the Nevada System of Higher  
Education, on behalf of Truckee Meadows  
Community College  
Delores A. Sanford  
Delores A. Sanford  
Interim President  
5.9.08  
Date

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

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- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
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- WIN/AFIS database

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

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- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF WEST WENDOVER ON BEHALF OF  
THE WEST WENDOVER POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF WEST WENDOVER on behalf of THE WEST WENDOVER POLICE DEPARTMENT, hereinafter referred to as USER.

**WITNESSETH:**

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

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

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

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

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

WASHOE staff shall be available, 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 2008/2009 USER shall pay to WASHOE a fee of **\$19,521**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

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DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

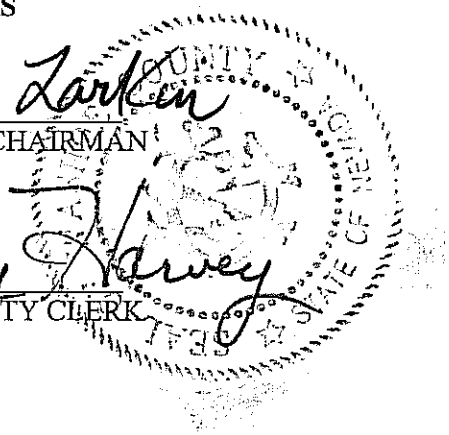
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



DATE: 1 may 08 BY: [Signature] USER

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

#### Trace Evidence

- Physical Match
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- Unknown substances
- Arson
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- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF WINNEMUCCA ON BEHALF OF  
THE WINNEMUCCA POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF WINNEMUCCA on behalf of THE WINNEMUCCA POLICE DEPARTMENT, hereinafter referred to as USER.

**W I T N E S S E T H:**

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

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

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

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WASHOE staff shall be available, 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 2008/2009 USER shall pay to WASHOE a fee of **\$14,245**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

DATE: 7/22/08

WASHOE COUNTY BOARD OF COMMISSIONERS  
BY: Robert M. Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amel Harvey  
WASHOE COUNTY CLERK

USER

DATE: 04/30/08

BY: Robert Anderson

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

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

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- Glass
- Unknown substances
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#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### 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 \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF YERINGTON ON BEHALF OF  
THE YERINGTON POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE 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 CITY OF YERINGTON on behalf of THE YERINGTON 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, 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 2008/2009 USER shall pay to WASHOE a fee of **\$3,957**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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.

08-827

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 15 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 15 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, 2008 and terminate as of June 30, 2009.



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

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

DATE: 4-24-08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

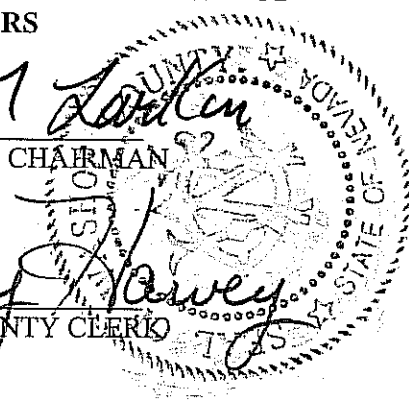
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 7/22/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 7.22.08

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



USER

DATE: 06-09-08

BY: [Signature]

## **Exhibit A**

### **Full Services Provided under the Forensic Science Division Contract**

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
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