BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY, NEVADA

TUESDAY 10:00 A.M. JUNE 27, 2017

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

Chair Lucey announced Assistant County Manager Kevin Schiller would run the meeting as it was his last official day on the dais.

17-0512 AGENDA ITEM 3 Public Comment.

Mr. Roger Edwards, a termed-out Planning Commissioner for eight years who spent many years on Citizen Advisory Boards (CABs), expressed concern about Agenda Item 24. He stated with all the development happening in the County, it was not the time to minimize the public's involvement with the decision-making process. He opposed cutting any CAB representation and suggested expanding CABs in the northern areas of the County.

Mr. Ray Lake, Chairman of the North Valleys CAB, stressed the importance of monthly CAB meetings, noting the North Valleys had not had as many development meetings and some of their meetings had been cancelled. He expressed reservations about combining four North Valleys CABs into one, saying the concerns of one area were often irrelevant to citizens in other areas. He agreed with the need to expand CABs rather than combine them.

Mr. Peewee Henson noted a prior discussion about sharing open space for shooting but expressed concern that the conversation had shifted to regulation and assigning new boundaries. He felt cutting off shooting for everyone was unfair since many gun owners were safe. He alleged the funding for signs was ready but the County was waiting for more money in order to regulate new boundaries on the mountain.

Ms. Carol Burns thanked the Truckee Meadows Fire Protection District (TMFPD), Maureen O'Brien from the Manager's Office, and several other entities for their participation in a recent cleanup in Sun Valley to lessen fire danger. She recommended the County adopt an emergency prohibition of outdoor target shooting to prevent fires and suggested shooters could instead use the range on Pyramid Highway.

Ms. Vicky Maltman thanked Commissioner Jung for visiting her home to view the flood damage. She expressed frustration that District 1 had twelve CAB meetings while her CAB held only four. She emphasized CABs increased the deliberativeness of governments by allowing volunteer citizens to be part of the governmental process and expressed frustration at feeling ignored. She provided a handout which was placed on file with the Clerk.

Ms. Tammy Holt-Still provided a handout which was distributed to the Board and placed on file with the Clerk. She expressed disappointment over comments made on a conference call with federal agencies. She stated there were only 27 weeks until Christmas and spoke about Swan Lake being a closed basin as well as water that was being pumped from Military Road. She reported there was a proposal for a grant and she asked the County for support. She suggested using Tiger Dam systems to prevent further flooding at Shane Way and Pompe Way and she relayed there was a developer who planned to use Tiger Dams possibly without the County's knowledge. She announced Flood Forum USA approved a pro-bono hydrologist for Lemmon Valley.

Ms. Tracy Hall displayed photos of the flooding in her yard; they were placed on file with the Clerk. She stated once the water went down her septic would need time to dry out but she did not think that would happen before winter. She spoke about a five-year-old neighbor who was diagnosed with Post-Traumatic Stress Disorder as a result of the flooding. While she expressed frustration over the actions to address the flooding, she thanked Social Services Director Amber Howell for helping her acquire extended housing. She asked the County to help displaced families get back into their homes.

Ms. Katherine Snedigar expressed frustration at the lack of a fire truck to provide protection for the residents of Palomino Valley. She stated citizens paid taxes for fire service but felt there was inadequate protection.

Mr. Garth Elliot stated Sun Valley had a CAB since the 1970s and it was never once based on development. He said there were over 24,000 people in Sun Valley and the CAB was the channel by which they informed their Commissioners. He suggested leaving the CABs as they were rather than hiring more employees and alleged the Cities of Reno and Sparks extolled the virtue of their CABs and Neighborhood Advisory Boards (NABs).

Ms. Donna Clontz, a member of the Senior Citizen Advisory Committee, spoke on behalf of Chairman Dr. Larry Weiss to thank Ms. Howell for hearing the

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Committee's concerns. She noted the language in the code was left unchanged so representatives from each district would be people with expertise in the senior field with additional representation from elected officials. She supported the wording of the ordinance and looked forward to the second reading.

Ms. Lynda Nelson, a natural resource specialist from the Nevada Land Trust, provided an update on the One Truckee River Project. She recognized AmeriCorps students Nick Mazzoni, Meg Parker, and Emily Ulrich, who were present, along with Cessie Pulleyn, who was absent, and remarked they spent 6,800 hours on the project. She explained what the AmeriCorps organization was about and praised the individual achievements of each of the students: Mr. Mazzoni conducted a Truckee River watershed survey, Ms. Ulrich performed baseline mapping, and Ms. Parker created a watershed education plan and teacher resource guide.

Ms. Christi Cakiroglu, Executive Director of Keep Truckee Meadows Beautiful, thanked the Board for approving the project. She informed the Board they began placing mile markers, giving first responders points of reference during water rescues. She stated the Nevada Department of Wildlife placed lifejacket stations at two points along the river and the Truckee Meadows Water Authority (TWMA) hoped to install porta-potties in Fisherman's Park. She indicated they would begin planning phase two since they secured additional funding. She commended Washoe County case workers for helping people along the river and provided goodie bags to the Clerk to distribute to the Board.

Ms. Elisabeth Gambrell stated she worked with the CABs in Gerlach and found some success with information being disseminated through CABs. She noted her district comprised over 89 percent of the landmass in Washoe County and there were currently four CABs representing that area. She suggested the Board consider citizens' interests and commute times before redistributing the CABs. She said district forums had some viability but CABs were the one true link to the Board.

17-0513 AGENDA ITEM 4 Announcements/Reports.

Commissioner Jung directed staff to look into an emergency moratorium on target shooting and suggested as a compromise offering free shooting at the County facility off of Pyramid Highway. She asked Sheriff's deputies and citizens to report illegal shooting. She requested an update on the claim made during public comment of a developer displacing water in Lemmon Valley. She praised Lynda Nelson and former Parks Director Doug Doolittle for giving back to the community even after retirement.

Commissioner Hartung stated he and Chair Lucey attended the National Sheriff's Association (NSA) conference and said it was well-attended. He requested Senior Licensed Engineer Rick Warner give a presentation to the Board previously given to the Western Regional Water Commission about water quality issues. He agreed with Commissioner Jung about target shooting and referenced an email request by a Forest Service Fire Management Officer asking for a temporary ban. He asserted the biggest

problem was steel-jacketed bullets and suggested there could be a way to work with sellers of ammunition to educate buyers. He supported Commissioner Jung's idea of free time at the shooting range and requested an update on the signage for outdoor shooting areas. He added Tribal leaders contacted him about a similar moratorium on shooting around Spanish Springs because they were concerned.

Commissioner Herman pointed out CABs brought invaluable information from the rural areas to the County that could save tax dollars. She suggested certain groups should be given five minutes for public comment rather than three. She emphasized the need for signage in shooting areas but expressed reservations about stopping all shooting. Were there to be a moratorium, she would want it to be only for fire season. She asked how much it cost the Parks Department to clean up after people's dogs.

Chair Lucey spoke about the NSA conference and noted he heard much praise for Sheriff Chuck Allen and his department. He noted the presence at the conference of Deputy Attorney General Rod Rosenstein and Judge Jeanine Pirro who spoke about the opioid epidemic and its impact on the Sheriff's Office. He mentioned Secretary of the Interior Ryan Zinke was present at the conference hosted by Nevada Attorney General Adam Laxalt. He spoke of the support for the Payment in Lieu of Taxes program that would see \$26 million come to Nevada if reauthorized. He commented with 89 percent of County land being owned by the government, it was important to have the federal government's support. He requested an update on the Washoe Golf Course and announced Agenda Item 30 would be moved to earlier in the meeting.

Later in the meeting, Agenda Item 4 was reopened. Commissioner Hartung expressed frustration with the current trading of services between the County and the City of Reno and directed staff to present options the County could exercise instead of the current agreement.

CONSENT AGENDA ITEMS – 5A THROUGH 5J2.

5A Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2014/2015, 2015/2016 and 2016/2017 secured and unsecured tax rolls and authorize Chair to execute the changes described in Exhibits A and B and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of increase to all taxing entities \$6,652.73]. Assessor. (All Commission Districts.)

17-0515 <u>5B</u> Approve payments [totaling \$12,585.00] to vendors for assistance of 50 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of [up to \$1,000 for victims], victim's spouses and other eligible persons. District Attorney. (All Commission Districts.)

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- 17-0516 <u>5C</u> Approve FY18 Purchase Requisition #3000033035 issued to Board of Regents UNR School of Medicine (sole source) in the approximate amount of [\$110,205.00] for laboratory testing primarily in support of the medical clinic operations on behalf of the Community and Clinical Health Services Division of the Washoe County Health District. (All Commission Districts.)
- 17-0517 <u>5D</u> Approve agreements between Washoe County and the following counties and agencies: Douglas County, Churchill County, and Modoc County for forensic pathology services provided by the Washoe County Regional Medical Examiner's Office for a period of up to three years effective July 1, 2017. Medical Examiner. (All Commission Districts.)
- 17-0518 <u>5E</u> Award Request for Proposal (RFP) No. 3020-17 for the Health Benefits Program for Insurance Brokerage and Consulting Services to the lowest responsive, responsible bidder meeting specifications: LP Insurance Services, Inc., 300 East 2nd Street, Suite 1300, Reno, NV 89501, in the amount of \$64,800 each year for the three-year contract term, on behalf of Washoe County Human Resources; and further authorize the Purchasing and Contracts Manager to enter into this Agreement for three (3) years, commencing July 1, 2017 through June 30, 2020, with the provision for up to two (2) one (1) year extensions at Washoe County's option. Human Resources. (All Commission Districts.)
- 17-0519 <u>5F</u> Approve the Joint Funding Agreement (JFA) between the United States Geological Survey (USGS) and Washoe County on behalf of the Regional Basemap Committee agencies (Washoe County, the cities of Sparks and Reno, and NV Energy) for the acquisition of Light Detection and Ranging (LiDAR) data with Washoe County's contribution not to exceed [\$110,000]. Technology Services. (All Commission Districts.)
- 17-0520 <u>5G1</u> Approve the asset reassignment of multiple vehicles from various County Departments to Equipment Services Division Fund 669; and direct the Comptroller's Office to make the appropriate asset adjustments [no fiscal impact]. Community Services. (All Commission Districts.)
- 17-0521 <u>5G2</u> Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for a permanent public utility easement totaling 12,275± square feet on APN 150-492-20, commonly known as Whites Creek Open Space, [at the appraised value of \$3,100]. Community Services. (Commission District 2.)
- 17-0522 <u>5G3</u> Authorize the transfer of [\$131,450] from the Capital Improvements Fund to the Capital Facilities Tax Fund to cover change orders for the Medical Examiner's Facility Project; and direct the Comptroller's Office

to make the appropriate interfund budget appropriation transfers (net impact to County Budget is zero). Community Services. (All Commission Districts.)

- 17-0523 <u>5H1</u> Approve and execute the Resolution levying tax rates for all Washoe County entities for Fiscal Year 2017-2018. Manager. (All Commission Districts.)
- 17-0524 SH2 Accept Sober 24 Grant Program Income, received by Washoe County through collection of drug and alcohol testing fees, related to Office of Traffic Safety Grant Awards: 1) Approve [\$89,407.50] for FY 2016-17, retroactive July 1, 2016 through June 30, 2017; and 2) Direct Comptroller to make the appropriate budget amendments. Manager. (All Commission Districts.)
- 17-0525 <u>5H3</u> Approve the Cooperative Fire Protection Agreement and corresponding 2017 Annual Operating Plan for Cooperative Fire Protection Agreement between USDA Forest Service Humboldt-Toiyabe National Forest, USDI Bureau of Land Management; Carson City District, Winnemucca District, NorCal District and Washoe County. Manager. (All Commission Districts)
- 17-0526 <u>5H4</u> Approve the renewal of the Agreement for appointed Counsel Administrator Services between the County of Washoe and Robert Bell, Esq., for professional legal services as the Appointed Counsel Administrator for the period July 1, 2017 through September 30, 2017 [not to exceed \$38,625.00] and if approved, authorize the County Manager to execute the contract. Manager. (A11 Commission Districts.)
- 17-0527 <u>511</u> Approve the Interlocal Cost Reimbursement Agreement ROP Mobile App between the Washoe County Board of County Commissioners, on behalf of the Washoe County Sheriff's Office (WCSO), the City of Reno, on behalf of the Reno Police Department (RPD), the City of Sparks, on behalf of the Sparks Police Department (SPD), and the State of Nevada on behalf of the Department of Public Safety, Parole and Probation Division (DPS) for cost sharing, maintenance, and use of a mobile application project for law enforcement. Washoe County Sheriff's Office cost share is [\$12,000.00]. Sheriff. (All Commission Districts.)
- 17-0528 <u>512</u> Approve acceptance the 2017 HIDTA Northern Nevada Interdiction Task Force funding [amount not to exceed \$40,000, no County match required] for the retroactive period of 01/01/2017-12/31/2018; 2016 HIDTA Northern Nevada Interdiction Task Force funding [amount not to exceed \$50,000, no County match required] for the retroactive grant period of 01/01/2016 12/31/2017 and approve 2015 HIDTA Northern Nevada Interdiction Task Force funding [amount not to exceed \$8,250.23,

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no County match required] for the retroactive grant period of 01/01/2015-12/31/2016, all to be used for overtime, investigative, and travel expenses from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department, and direct Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)

17-0529

513 Approve acceptance of the 2017 HIDTA Northern Nevada Drug Task Force funding [amount not to exceed \$27,250, no County match required] for the retroactive period of 01/01/2017-12/31/2018; 2016 HIDTA Northern Nevada Drug Task Force funding [amount not to exceed \$30,000, no County match required] for the retroactive period of 01/01/2016-12/31/2017; 2015 HIDTA Northern Nevada Drug Task Force funding [amount not to exceed \$27,500, no County match required] for the retroactive grant period of 01/01/2015-12/31/2016; All to be used for overtime, investigative, and travel expenses from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department, and direct Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)

17-0530

<u>5J1</u> Approve FY 2017/2018 grant contracts in the following amounts: Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000] to assist low-income and working uninsured residents of Washoe County in accessing healthcare; authorize the Department to execute the contracts, and approve Resolutions necessary for same. Social Services. (All Commission Districts.)

17-0531

<u>5J2</u> Approve an adjustment to the Child Protective Services Fund (Fund 228) FY16/17 line item budgets by [decreasing community support line item budget by \$65,000] and [increasing the travel \$35,000, meals and lodging \$8,500 and travel – non County \$21,500] line item budgets [No Fiscal Impact]. Social Services. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5J2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J2 are attached hereto and made a part of the minutes thereof.

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Commissioner Berkbigler moved to place Agenda Items 6 through 21 and 23 into a block vote. Commissioner Hartung noted he had a question on Agenda Item 10 and requested Agenda Item 11 be removed from the block vote, which was approved by Commissioner Berkbigler. Commissioner Hartung recommended hearing Agenda Item 24 after Agenda Item 30 since there were a number of people present for the item.

BLOCK VOTE - 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23

AGENDA ITEM 6 Recommendation to approve an Interlocal Cooperative Agreement Regarding November 2000 Parks, Trails and Open Space Bonds-Golden Eagle Regional Park Little League Parking Lot [WC-1-\$300,000] between Washoe County and City of Sparks effective June 27, 2017 through June 30, 2018; and authorize the Community Services Department Director to execute the Agreement and all appropriate City of Sparks related agreements and documents. Community Services. (Commission District 4.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6 be approved and authorized. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

AGENDA ITEM 7 Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and TruePoint Solutions, commencing June 27, 2017 through June 30, 2018, to provide professional consulting services in support of the implementation of an Asset Management Program [\$331,330]. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 8 Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the Bowers Mansion Regional Park Playground Rehabilitation project [staff recommends Garden Shop Nursery Landscaping Division in the amount of \$313,450]. Community Services. (Commission District 2.)

There was no public comment on this item.

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

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AGENDA ITEM 9 Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the Whites Creek Park, Callahan Park and Thomas Creek Park Playground Rehabilitation project [staff recommends Garden Shop Nursery Landscaping Division in the amount of \$642,997.15]; and if approved, direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 2.)

There was no public comment on this item.

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

17-0536 <u>AGENDA ITEM 10</u> For possible action to approve a Resolution to initiate an amendment to Washoe County Code Chapter 110 (Washoe County Development Code), section 110.422.15 [to remove the water rights dedication requirement] for commercial, industrial, or civic uses in areas not served by Truckee Meadows Water Authority. Community Services. (All Commission Districts.)

Commissioner Hartung asked what the reason was for the amendment if the Truckee Meadows Water Authority was not going to take over the duty. Community Services Director Dave Solaro replied the dedication of water rights was a holdover from the days when the County was in the water business and they required a dedication before leasing the water back to the purveyor. He indicated the request was made by the owner of a horse-boarding facility in Warm Springs with whom the County had a leaseback project. Mr. Solaro confirmed Commissioner Hartung's assessment that there would be no liability on the Board's part.

There was no public comment on this item.

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

AGENDA ITEM 12 Recommendation to approve purchases of radio communication system equipment and microwave radio communication equipment through joinder with the National Association of State Procurement Officers (NASPO) Master Price Agreements with Harris Corporation; and sole source purchases from Alcatel-Lucent, Amphenol Antennas, Tessco Technologies and dBspectra; and approve expenditures that will aggregate to exceed [\$100,000] but will remain within available adopted budget funding during Fiscal Year 2017-2018 for Washoe County Regional Communication system, not to exceed [\$1,000,000]; with all

expenditures requiring Joint Operating Committee approval. Technology Services. (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 13 Recommendation to approve FY 2017-2018 sole source purchases of Microsoft and Adobe licensing through joinder with National Association of State Procurement Officers (NASPO) Master Price Agreement for Software Value Added Reseller, SHI International; and recommend to approve expenditures that will aggregate to exceed [\$100,000] but will remain within available FY 2017-2018 adopted budget, not to exceed [\$600,000]. Technology Services (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 14 Recommendation to approve FY 2017-2018 sole source purchases of computer network equipment, servers, data storage, Personal Computers, and printers through joinder with National Association of State Procurement Officers (NASPO) Master Price Agreements for State Of Nevada with Dell Inc.; and recommend to approve expenditures that will aggregate to exceed [\$100,000] but will remain within FY 2017-2018 adopted budget, not to exceed [\$1,500,000]. Technology Services (All Commission Districts).

There was no public comment on this item.

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

AGENDA ITEM 15 Recommendation to approve FY 2017-2018 sole source purchases of Voice Over Internet Protocol (VoIP) hardware and software; and consulting, implementation, maintenance, and support services from BCT Conferencing, Inc. and recommend to approve expenditures that will aggregate to exceed [\$100,000] but will remain within FY 2017-2018 adopted budget, not to exceed [\$600,000]. Technology Services (All Commission Districts).

There was no public comment on this item.

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

AGENDA ITEM 16 Recommendation to approve the Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Department of Athletics, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; from July 1, 2017 for a four year period. Juvenile Services. (All Commission District.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 16 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

AGENDA ITEM 17 Recommendation to approve acceptance of Community Corrections Partnership Block Grant from the Department of Health and Human Services – Juvenile Justice Programs Office [in the amount of \$322,462.22] to provide treatment and programming to youth referred to the Washoe County Department of Juvenile Services. The grant award period is 7/1/17-6/30/18. No match required. If approved, direct the Comptroller's Office to make the necessary budget adjustments. Juvenile Services. (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 18 Recommendation to authorize the Comptroller to place the Excess Liability Insurance Policy with Peleus Insurance Company for [\$189,202], effective July 1, 2017, with funding from the Risk Management Fund. Comptroller. (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 19 Recommendation to authorize the Comptroller to renew the Excess Workers' Compensation Insurance Policy with New York Marine and General Insurance Company for one year at a premium of [\$266,205] and the Property Insurance Policy with the Public Entity Property Insurance Program for an annual cost of [\$487,121], effective July 1, 2017, funding from the Risk Management Fund source. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be authorized.

17-0545 <u>AGENDA ITEM 20</u> Request by the Washoe County District Attorney through the Washoe County Clerk pursuant to Washoe County Code 2.030 to direct the Clerk to submit to the District Attorney requests for preparation of proposed ordinances which are made necessary by new or amended laws from the 79th Nevada Legislature (2017). District Attorney. (All Commission Districts.)

There was no public comment on this item.

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

AGENDA ITEM 21 Recommendation to approve a 2017 Emergency Management Performance Grant (EMPG) Letter of Intent stating that the Nevada Division of Emergency Management [is awarding \$170,877 for FY 2017]; retroactive from October 1, 2016 through March 31, 2018; [requires a \$170,877 match]; and allow the Comptroller's Office to make the appropriate budget adjustments. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be approved and allowed.

17-0547 <u>AGENDA ITEM 23</u> Discussion and possible direction to the County Manager to utilize two or more hours of staff time to initiate a review of a fire general improvement district. - Request by Vice-Chair Berkbigler. Manager. (All Commission Districts)

There was no public comment on this item.

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

17-0548

AGENDA ITEM 11 Recommendation to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents of the Nevada System of Higher Education \$18,016; Carlin PD \$7,622; Carson City SO \$127,910; Churchill Co SO \$40,535; Douglas Co SO \$104,940; Elko PD \$78,368; Elko Co SO \$73,448; Eureka Co SO \$4,850; Fallon PD \$32,878; Humboldt Co SO \$29,795; Lander Co SO \$9,008; Lovelock Paiute Tribal PD \$3,000; Lyon Co SO \$83,322; Mineral Co SO \$7,657; Nevada Inspector General's Office \$13,962; Pershing Co SO \$6,305; Sparks PD \$435,500; Storey Co SO \$29,726; Washoe County School PD \$20,718; West Wendover PD \$22,173; Winnemucca PD \$40,881; Yerington PD \$6,929 for Forensic Laboratory Analysis Service fees for the term of July 1, 2017 to June 30, 2018 with a total income of [\$1,197,543.00]. Sheriff. (All Commission Districts.)

Commissioner Hartung pointed out that the City of Reno was not included in the list of agencies. He opined there was a disparity between the dispatch services Reno provided versus the forensic service the County provided Reno. When asked by Commissioner Hartung for an explanation of the scope of work included, Undersheriff Susan Schilling deferred to Sheriff's Office Forensics Science Division Director Kerri Heward, who indicated the toxicology section was established at a later date and operated under a different budget. She confirmed Commissioner Hartung's assertion all agencies including the City of Reno would pay for toxicology separately.

Commissioner Hartung remarked talks about dispatch had stalled and suggested directing the County Manager to determine the status of the dispatch situation. He said though it was not his preference, the County could do its own dispatch if necessary like the City of Sparks. He asked if the Truckee Meadows Fire Protection District (TMFPD) was included in the dispatch the County received. Chief Deputy Sheriff Russ Pedersen responded the TMFPD, the North Lake Tahoe Fire Protection District, and Tribal agencies all had separate contracts that were approved by the Board; they all paid the Sheriff's Office for those dispatch services.

Commissioner Hartung recommended directing the Manager to send a letter to the City of Reno to address the disparity and discuss solutions. He stressed they did not want to cut any agency out of receiving forensics services; the direction was to attempt to achieve equality. Commissioner Berkbigler noted the agreement could be terminated by giving three or six months' notice. She stressed coming up with a solution for dispatch since she claimed it was not fair to the citizens of unincorporated Washoe County. She stated the City of Reno should pay its fair share, noting that neither the Reno Police Department nor the Reno Fire Department paid for the service.

Chair Lucey guessed if the Sparks Police Department paid \$435,500 for forensics services, the City of Reno would owe the County almost \$900,000. Mr. Pedersen stated the amount owed would be \$1.2 million. Chair Lucey said he would support a motion to eliminate the trading of services. Deputy District Attorney Paul Lipparelli pointed out the Agenda Item allowed for the approval of contracts with various other agencies but it did not mention the absence of the City of Reno. He said the Chair could give direction to bring back the item in a future agenda.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 11 be approved as stated in the staff report.

Chair Lucey briefly re-opened Commissioner's Announcements; see Agenda Item 4 for the discussion.

AGENDA ITEM 22 Recommendation to approve the use of General Fund Contingency in the amount of [\$1,108,289] to cover unanticipated flood-related expenses for Fiscal Year 2016-2017; approve budget appropriation transfers of [\$500,000] between functions within the General Fund to cover additional flood-related expenses for Fiscal Year 2016-2017; approve the commitment of proceeds received from the sale of water rights in Fiscal Year 2016-17 totaling [\$2,895,600] in the Capital Improvements Fund for costs associated with the January and February 2017 flooding events; and direct the Comptroller's Office to make the appropriate budget appropriation transfers (net impact to County Budget is zero). Manager. (All Commission Districts.)

Budget Manager Mark Mathers provided a handout which was distributed to the Board and placed on record with Clerk. He conducted a PowerPoint presentation with slides titled: Use of Contingency and Budget Adjustments to Cover FY 2016-17 Disaster Expenses; January Flood Costs to Date; North Valleys Flood Costs to Date; Combined Flood Expenses by Month; June 27 Budget Actions; Going Forward; and Next Steps.

Mr. Mathers explained in addition to the funds impacted by flooding, the Utilities Fund absorbed costs possibly in excess of \$500,000. Including the Utilities Fund, the County spent around \$3.5 million on the two disaster events. He noted the expenses by month listed on the graph showed when vendors were paid, not when costs were incurred. Many of these expenses were related to the rental of pump equipment, labor, and the installation of HESCO walls. He projected June expenses could reach \$500,000 by the end of the month. He stated the roads fund absorbed these costs by deferring capital projects they otherwise would have done, though he noted the projects would still need to be completed. He indicated the County expected to receive some support from the Federal Emergency Management Agency (FEMA), up to 75 percent of

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expenses, but there was no way of knowing which projects they would reimburse until they approved the project requests. He said staff would return in the first quarter of Fiscal Year 2018-19 to access the \$3 million stabilization fund, which was a fund set up by law. He said while there was a tremendous impact to the County, departments had done a great job of absorbing the costs involved. He admitted flooding impacted County service levels and many road projects that had been slated for 2017.

Responding to Commissioner Hartung's query, Mr. Mathers stated it was unknown what the County might receive from the State because they had not articulated whether the State's \$2.4 million fund would be disbursed on a first-come first-serve basis or on a pro-rata share of FEMA reimbursements. He said they would continue to communicate with FEMA about how they intended to disburse that fund. Commissioner Hartung asked what the State had done so far, to which Mr. Mathers replied they covered a significant share of costs in the North Valleys area. Though there was concern FEMA could later submit a bill for those costs, they had not yet done so. The County operated under the assumption the State would not share additional costs. Commissioner Hartung asked whether the County could temporarily reduce their Other Post-Employment Benefit (OPEB) payments to provide additional disaster relief funding. Mr. Mathers responded it was an option but there could be repercussions from ratings agencies who acknowledged the County's full funding of the OPEB annual required contribution.

Commissioner Jung asked to see included in the cost allocations the costs associated with waiving permit fees for flood victims as approved by the Board. She asked about proactive options for making flooding a sustainable issue by getting homes elevated or by forming a General Improvement District (GID) or an SAD (Special Assessment District).

There was no public comment on this item.

Commissioner Jung moved to accept the report, which was seconded by Commissioner Berkbigler. Deputy District Attorney Paul Lipparelli clarified the Agenda Item required not only acceptance of the report but approval of the allocation of funds. Commissioner Jung amended the motion to accept the changes in the budget and the use of general funds. Mr. Lipparelli clarified she was making the motion as laid out in the staff report, to which the mover and seconder agreed.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 22 be approved and directed as outlined in the staff report.

17-0550 <u>AGENDA ITEM 24</u> Discussion and possible direction to staff on changes to Constituent Services programs including Citizen Advisory Board (CAB) and District Forum/Community Meetings for fiscal year 2017/2018. Manager. (All Commission Districts.)

Management Services Director Al Rogers conducted a PowerPoint presentation with the following slides: Constituent Services Program (two slides); FY17 District Forums/Community Meetings; FY17 Citizen Advisory Board (CAB) Meetings (two slides); Individual CAB Metrics; Possible Structural Changes to Address CAB Effectiveness (two slides); and Questions. He thanked the Constituent Services team, specifically Management Analysts Dana Searcy and Sarah Tone, Communications Director Nancy Leuenhagen and her team, and the Commissioners for their direction. He requested direction from the Board though he said there was no expectation to leave the meeting with a final resolution about the future of Citizen Advisory Boards (CABs).

Mr. Rogers stated community forums were more informal and not held to open meeting law in terms of posting and following an agenda, but they were no different than CABs in terms of gathering and disseminating information to appropriate departments. He stated forums were not intended to replace CABs but to make them more efficient because they more easily facilitated discussion. He contended the purpose of forums was for public information when no advisory vote was required. He stated filtering which items came to CAB meetings and which were heard at community forums helped to maximize the efficiency of CAB meetings. He explained District 5 held meetings where no development projects were discussed and that was at the discretion of the Commissioner. He drew a parallel between the average attendance at CAB meetings and the number of development projects heard by that CAB.

Mr. Rogers reviewed two options for possible structural changes to the CAB system. He stated Option A as outlined in the slide would be an appropriate model if the intent was to use CABs as focal points for potential development projects. He clarified if projects were not heard by a CAB, that CAB still received proposals in written form and had the opportunity to provide input. He claimed under Option A the monthly meeting format would allow for all development projects to be heard at a meeting. He reviewed Option B which was based on a six CAB allocation. He stated resources did not exist to have six or nine CABs each holding monthly meetings; both proposals were based on available resources.

Commissioner Jung asked staff to return to the Board with the cost of each CAB in terms of paying for recording secretaries, postings, and staffing. She suggested allocating an annual budget for each Commissioner they could use in a discretionary way to fulfill citizen outreach. She pointed out her district had no CAB and little room for development but she felt she should have funds to provide breakfast if she hosted a quarterly meeting with her constituents. She thought the current structure often saw one or more Commissioners subsidizing another. She opined her suggestion would meet the Nevada Revised Statute's (NRS) definition of citizen engagement.

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Commissioner Hartung felt the CAB was the first step in the development process and in the 1990s developers made a concerted effort to appease CABS. They would listen to CAB recommendations and try to make compromises to achieve final approval. Early on development was done primarily through the Planning Department and community forums were held to receive feedback on non-planning issues within the community. He explained the differences between the County's CABs, the City of Reno's Neighborhood Advisory Boards (NABs), and the City of Sparks' Citizens Advisory Councils (CACs). He expressed concern about developers timing the filing of development applications to circumvent CAB meetings. He echoed comments made by a citizen that different areas had different interests; the people of Spanish Springs were not interested in the same issues as those in Wadsworth. He suggested investigating the possibility of sending CAB management back to the Planning Department.

Commissioner Berkbigler stated citizens would not drive down from Gerlach for a CAB meeting, and expressed similar concern about the differences of interests between Incline Village and the valley areas. She guessed people would not come down to the valley for CAB meetings either. She praised the merging of the Verdi and West Valley CABs because they shared common interests. She expressed concern that moving to fewer CABs could come across as the Commissioners not caring about citizen's concerns. She supported Commissioner Jung's suggestion of having a fund divided out between the Commissioners. She noted Commissioner forums worked well in Incline Village but not in the valley. She felt Commissioner Jung's proposal could work for Commissioners Hartung and Herman whose districts were more widespread. She brought up the possibility of merging the West Valley CAB with Reno's NAB since their issues were the same. Commissioner Berkbigler often spoke at their NAB meetings and Councilwomen Neoma Jardon and Jenny Brekhus spoke at her CAB meetings. She suggested there was interest in merging and it could bring costs down.

Commissioner Herman stated CABs had existed since 1776 and they were originally intended to give information to a legislative body about specific projects. She felt flood meetings should not be categorized as forums or CAB meetings; they were specialized meetings. She agreed her district was very diverse. She commented restricting CAB meetings to dealing with development items was not the purpose of the NRS. She felt less money could be spent and said historically CABs had their own recorders who performed the job for less money. She remarked by holding CABs regularly people would not need to miss work to attend Board of County Commissioner (BCC) meetings since their voices would have already been heard at the advisory board level. She thought the decision of choosing between community forums and CAB meetings should be based on what her constituents wanted.

Commissioner Jung stressed her outreach fund suggestion would not have to be distributed equally; she acknowledged the difficulties involved with a larger area. She admitted no one from Incline Village or Gerlach would travel that far to attend forums or CABs in town. She recommended Commissioners ask Washoe311 to survey citizens in all districts about what they wanted in terms of outreach. They could produce novel ideas unique to their geographic location and demographics. She suggested

targeting not just regular attendees but people who did not show up to meetings since she felt the same few people should not be in charge of a CAB.

Commissioner Hartung agreed with Commissioner Herman's point that certain meetings were for a specific issue and he called them emergency response meetings. He pointed out there used to be one employee with the Planning Department whose whole job was to work with CABs. He suggested imposing on a developer's proposal for taking the proposal to the CABs. He recommended whatever the CAB structure ended up being, CAB meetings should be scheduled monthly to prevent developers from trying to circumvent them. If there ended up being no reason for the meeting, it could be cancelled a week before the date. He said it should be emphasized to developers that a CAB's blessing on a project made the process much easier.

Deputy District Attorney Paul Lipparelli noted when a Board created a sub-board with a specific task, open meeting law was triggered. The same was true when a sub-board was created by an ordinance. Under open meeting law, a board was confined to an agenda, which could create challenges in CABs when citizens wanted to talk about issues not on the agenda. He stressed the Board could not talk about those issues and definitely could not vote on them. He suggested community forums were a way to remove the open meeting law requirements because they were not a body created by the BCC and membership was not appointed. He stated he was not advocating for one option over another but pointed out for any board created by ordinance or by the BCC which advised the BCC, open meeting law would apply.

Chair Lucey summarized there was much dissent to the options presented and he directed staff to rework the options.

On the call for public comment, Ms. Tammy Holt-Still read from the Nevada Revised Statute (NRS) that advisory boards were created for any purpose, not only for development. She praised Commissioner Hartung's suggestion to hold developers accountable. She remarked other residents needed to be able to attend evening meetings to voice their opinions. She claimed having more than two meetings a month would result in Commissioners hearing inadequate interaction with their constituents. She commented CAB meetings needed to discuss development but also the needs of specific areas.

Ms. Carol Burns stated a second CAB meeting was cancelled on May 30 with no explanation and she was told not to expect another until October. She thought the community forum meeting on May 20 was unsatisfactory since she heard no solutions to the concerns that were presented. She expressed concern about the proposed Ladera Ranch development that she hoped to discuss at the CAB meeting, as well as concerns with ditch maintenance.

Ms. Katherine Snedigar expressed frustration at the frequency of CAB meetings and that they should be restricted to topics of development. She pointed out community forums were not put on the public record. She stated there were many issues

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that required discussion at CAB meetings besides development such as fire protection, General Improvement Districts (GIDs), and roads.

Mr. Garth Elliott stated discussing development was never tied to the Sun Valley CAB, it was a bonus. He pointed out Ladera Ranch LLC had originally wanted to build 1,200 homes but after hearing concern from the CAB, that number dropped to 300. He stated the CAB's purpose was to get information from the public to the Board in an expeditious manner and requested no changes be made to the CABs other than meeting more frequently.

Ms. Elisabeth Gambrell expressed frustration with agendas for Gerlach meetings arriving last-minute because only 20 percent of people would see postings made two days before a meeting. Only 58 percent of residents in the area had access to the internet. She alleged that was a reason for the low attendance at CAB meetings. She wished for a plan to get CAB information to the community other than electronically. She noted there were delays in the posting of meeting minutes and looked forward to helping make improvements.

Chair Lucey urged the public who spoke at the meeting to voice their opinions to their Commissioners. He directed staff to redraft the options and bring them back for further discussion. Commissioner Hartung stressed the Board directed staff and any complaints the public had with staff should be directed to the Commissioners. Commissioner Jung said if they implemented Commissioner Hartung's addition of a fee to the permit process, it would encourage the developers to show up to CAB meetings. She requested staff look into the legality of the suggestion. Chair Lucey repeated the Commissioners were the decision makers and urged the public to discuss any issues with them.

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

PROCLAMATIONS

17-0551 <u>AGENDA ITEM 30</u> Proclamation giving a heartfelt "Thank you" to Kevin Schiller for his service to Washoe County and the citizens of Northern Nevada for making it a better place to live. Manager.

Commissioner Berkbigler read the agenda item. Chair Lucey invited Assistant County Manager Kevin Schiller's daughter Emma to join her father. Chair Lucey praised Mr. Schiller personally and spoke about his achievements in the Human Services Department and with Social Services. He stated Mr. Schiller would be a tremendous asset to Clark County but his absence would be a dire loss for Washoe County. He read and presented the Proclamation to Mr. Schiller.

Mr. Schiller stated he grew up in Washoe County and said when he was hired as a social worker he never thought he would appear at the dais. He said the individuals working at the County were really a family. He remarked working in public

service was a passion and the end result was about the collective impact. He brought up a party held for him by the Crossroads clients and their gift of a custom engraved gun. He told two stories of interactions he had at that party with clients and concluded all County employees were dedicated to helping people. He looked forward to working in the same capacity in Clark County but also creating statewide impacts. He thanked everyone.

Chair Lucey remarked Mr. Schiller was recognized by state and national officials and had received accolades across the country for the work he did. Commissioner Hartung stated Mr. Schiller always found a way to accomplish the impossible. He cautioned Mr. Schiller to learn to say no though he said every task Mr. Schiller took on he did well. He said programs initiated by Mr. Schiller were models to other programs nationwide and he was honored to work with him. Commissioner Herman said the Board would miss him terribly. Commissioner Jung congratulated Mr. Schiller on his promotion and thanked him for his friendship. She lauded his integrity and passion. Commissioner Berkbigler said she learned more about County business from Mr. Schiller than anyone else and thanked him for his work. County Manager John Slaughter said when he became Manager he had no doubt who he would want to bring in as Assistant County Manager. He said the County could not do what it did without Mr. Schiller and thanked him.

There was no public comment or action on this item.

12:40 p.m. The Board recessed until 1:40 p.m.

1:40 p.m. The Board reconvened with County Manager John Slaughter taking the place of Assistant County Manager Kevin Schiller.

PUBLIC HEARINGS

AGENDA ITEM 25 Possible introduction and first reading of an ordinance amending Washoe County Code Chapter 45 by revising provisions relating to the Washoe County Departments of Social Services and Senior Services by combining the two into the Human Services Agency; by repealing the Social Services Advisory Board, adding and revising various definitions, and all other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the ordinance on July 11, 2017. Social Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Bill No. 1781.

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Bill No. 1781 was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. She noted it was a historic day for Senior Services and thanked Social Services Director Amber Howell and her team for helming the changes with input from the Senior Services Advisory Board.

17-0553 **AGENDA ITEM 26** For possible action, to introduce and conduct a first reading of an ordinance approving a third amendment to a development agreement (Ladera Ranch, Tentative map case number TM05-011) originally approved in 2009 (Development Agreement DA09-004, ordinance number 1406) and first amended in 2010 (Amendment of Conditions AC11-002, ordinance number 1461), and second amended in 2015 (Development Agreement DA15-001, ordinance number 1551), to extend the deadline for filing the next final map to July 5, 2019. And if approved, schedule a public hearing date and second reading for July 11, 2017. Applicant: Ladera Ranch, LLC., Property Owner: Ladera Ranch, LLC., Location: Approximately 1 mile west of the intersection of West Seventh Avenue and Sun Valley Boulevard. Assessor's Parcel Number(s): 082-473-07, 082-473-08, 082-473-09, 082-473-11, 082-473-12, 502-250-05, Approximate Acreage: +/- 376 acres, Master Plan Category: Suburban Residential (SR), Rural Residential (RR), Open Space (OS), Regulatory Zone Medium Density Suburban (MDS), Low Density Suburban (LDS), High Density Rural (HDS), High Density Rural (HDR), Area Plan: North Valleys, Citizen Advisory Board: North Valleys, Development Code: Article 814, Development Agreements, Section/ Township/Range: Sections 13 and 24, T20N, R19E, MDM, Washoe County, NV. Community Services. (Commission District 2.)

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

County Manager John Slaughter noted changes in the ordinance, stating the correct district in the ordinance was District 3 and the correct Citizen's Advisory Board (CAB) was the Sun Valley CAB. He added the item was reviewed by the Sun Valley CAB. County Manager Nancy Parent distributed an amended staff report to the Board and announced in addition to the changes stated by Mr. Slaughter, there were also changes to some Assessor's parcel numbers.

Ms. Parent read the amended title for Bill No. 1782.

There was no public comment on this item.

Bill No. 1782 was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

17-0554 AGENDA ITEM 32 Announcements/Reports.

Commissioner Hartung requested staff look into working with the Truckee Meadows Water Authority and the Truckee Meadows Fire Protection District to create a Special Assessment District for Verdi. He suggested residents could pay directly for the benefit of the installation of water lines connected to fire hydrants in their area. He alleged it would take more than two hours of staff time.

1:49 p.m. The Board recessed until 2:00 p.m.

2:00 p.m. The Board reconvened with Commissioner Jung absent.

17-0555 **AGENDA ITEM 27** Public hearing: For possible action to adopt an ordinance approving a second amendment to a development agreement (Terrasante) originally approved in 2008 (Development Agreement DA08-005, ordinance number 1367) and first amended in 2010 (Amendment of Conditions AC0-002, ordinance number 1435), to extend the deadline for filing the first final map to June 6, 2021, with one additional one-year extension granted at the discretion of the Director of Planning and Development. The Board of Commissioners introduced and conducted a first reading of the proposed ordinance introduced on June 13, 2017. Applicant: Gateway Company, L.C., Property Owner: Gateway Company, L.C., Location: Approximately 1.7 miles south of Mount Rose Highway at the terminus of Callahan Road. Assessor's Parcel Number(s): 047-141-03 (20.123 Acres), 047-141-06 (43.177 acres), 047-141-07 (20.126 acres), 047-141-11 (183.377 acres), 047-141-12 (85.322 acres), and 148-130-04 (41.937 acres), Parcel Size: +/- 394 acres, Master Plan Category: Suburban Residential (SR), Regulatory Zone: Specific Plan (SP), Area Plan: Forest, Citizen Advisory Board: South Truckee Meadows/Washoe Valley, Development Code: Article 814, Development Agreements, Section/Township/Range: Section 11, T17N, R19E, MDM, Washoe County, NV. Community Services. (Commission District 2.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1594, Bill No. 1780.

Senior Planner Eric Young confirmed Commissioner Hartung's assertion the item was merely an extension. Commissioner Hartung stated it was a pedestrian request that had been extended to other developers in the past. He and Chair Lucey expressed no concerns about the extension.

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On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, Chair Lucey ordered that Ordinance No. 1594, Bill No. 1780, be adopted, approved and published in accordance with NRS 244.100.

17-0556

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

There was no public comment on this item.

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

17-0557

AGENDA ITEM 29 Public Hearing: For possible action and discussion of the Tahoe Racquet Club's appeal of the Planning Commission's approval for Special Use Permit WSUP17-0004 (Lake Tahoe School) to modify Special Use Permit SW02-008 which permitted the operation of a kindergarten through 9th grade private school in an existing commercial building. The approved modification will permit the construction of a 13,906 square foot multi-purpose building with parking. As approved, the new building will require the relocation of the access road that serves Lake Tahoe School and provides access to the Tahoe Racquet Club, a residential condominium subdivision, from Tahoe Boulevard. The current access is located approximately 725 feet northwest from the intersection of Country Club Boulevard and Tahoe Boulevard. The access easement will be relocated approximately 200 feet further to the northwest. Applicant: Lake Tahoe School - Property Owner: Lake Tahoe School - Location: 955 Tahoe Boulevard - Assessor's Parcel Numbers: 127-581-01 and 127-030-21 - Parcel Size: 4.11 acres (total) - Master Plan Category: Commercial (C) - Regulatory Zone: Tourist Commercial - Area Plan: Incline Village Tourist Commercial - Citizen Advisory Board: Incline Village/Crystal Bay - Development Code: Authorized in Article 810, Special Use Permit. Community Services. (Commission District 1.)

Chair Lucey stated the applicant was the Lake Tahoe School while the property owner and appellant was the Tahoe Racquet Club. He asked Deputy District Attorney Paul Lipparelli to provide insight to the situation. Mr. Lipparelli said it was an appeal of the granting of a Special Use Permit (SUP) by the Planning Commission. The appellant was entitled to a hearing under County code and a decision about the appeal

within 60 days of the issuance of the final written decision by the Planning Commission. He said there would be no other Board of County Commissioner (BCC) meetings between this one and the expiration of the 60 day window; without agreement from both parties, this meeting would be the last day to make a decision on the appeal. He explained the Board had the ability to uphold, reverse, or modify the decision made by the Planning Commission. If the decision were modified, it would be remanded to the Planning Commission to consider the modifications. He pointed out the appellant had the burden to demonstrate the error by the Planning Commission in order to get the Board to overturn the decision.

Chair Lucey confirmed the 60-day appeal window expired the day before the first BCC meeting in July and said one option was for both parties to agree to continue the item until July 11, 2017. If that option was not agreeable, the Board could take a position on the item at this meeting.

Nick Exline, on behalf of the applicant the Lake Tahoe School, said he was agreeable to the extension to hear the item at the July 11, 2017 meeting. He noted he had authority from the Lake Tahoe School's Board to postpone the meeting until then. Appellant Pete Sferrazza waived the 60-day timeframe and appreciated the school's cooperation. He hoped to have a resolution before the July meeting. Bill Baker, representing the appellant the Tahoe Racquet Club, agreed to the postponement and indicated both parties were close to a resolution.

Commissioner Berkbigler thanked the parties for working on a resolution so it would not have to come back before the Board. Commissioner Hartung asked whether they needed to make a motion. Deputy District Attorney Paul Lipparelli advised since the appeal was scheduled as a public hearing and notices were sent out notifying the public, the Board could take the testimony of anyone wishing to speak on the item but suggested they could move to continue the appeal until the July 11, 2017 meeting.

2:12 p.m. Commissioner Jung returned to the meeting.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 29 be continued on acquiescence of the applicant and the appellant until the July 11, 2017 meeting.

Chair Lucey closed the public hearing.

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17-0558 AGENDA ITEM 31 Public Comment.

Ms. Tammy Holt-Still commented the County or the City of Reno had not conducted a geomorphic study to determine the high-water mark to know how high buildings should be built. She suggested the County work with Reno since it wanted to build over 4,100 homes in the White Lake area. She stated she was working with Senator Dean Heller's office to obtain additional funding for flood relief. Regarding her earlier comments, she alleged Lancing Development was the developer who sought to use Tiger dams as part of the Padre Ranch Master Plan. She claimed if there were Citizen Advisory Board meetings about the Waste Management deal, more concerns would have surfaced sooner.

Ms. Katherine Snedigar spoke about her rights within the scope of public comment. She mentioned a recent arrest and alleged it was because of incorrect information at the Assessor's Office. She expressed frustration with the situation.

* * * * * * * * * *

<u>2:21 p.m.</u> There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair Washoe County Commission

ATTEST:

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

Minutes Prepared by: Derek Sonderfan, Deputy County Clerk

INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made the 1st day of July, 2017, by and between Douglas County on behalf of its Sheriff/Coroner (hereinafter "County") and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Regional Medical Examiner's Office (hereinafter "WCRMEO").

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS County desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to County as needed; and

WHEREAS WCRMEO is willing and able to provide such services for County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by County in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in County which County determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations and medicolegal consultations shall be conducted by WCRMEO in accordance with WCRMEO policies.

WCRMEO will complete a written report on all autopsy and medical examination cases conducted for County and will provide that report to County in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to County through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

3. Compensation:

County shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with County, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the 1st day of July, 2017, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to three years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. Records and Confidentiality:

- a. Records Distribution When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to County along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to County as the custodian of those records.
- b. Confidentiality Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.

8. Reciprocal Indemnification:

County agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, 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 County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless County, 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 County in connection with the services provided by WCRMEO to County 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.

9. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

10. Incorporation:

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Justin Norton	
Washoe County	
Regional Medical Examiner's Office	
P.O. Box 11130	
Reno, NV 89520	

12. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

COUNTY WAS	SHOE COUNTY
By ROWALD P. PIEDINI, Sheriff Douglas County Sheriff's effect	By: Bob Lucey, Chair Washoe County Commission
DATED: 5-26-17	DATED: 6/27/17
ATTEST: By: Kathy Luw County Clerk Douglas County	ATTEST: By: Ancy Van A County Clerk Washoe County

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WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS County desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to County as needed; and

WHEREAS WCRMEO is willing and able to provide such services for County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by County in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in County which County determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations and medicolegal consultations shall be conducted by WCRMEO in accordance with WCRMEO policies.

WCRMEO will complete a written report on all autopsy and medical examination cases conducted for County and will provide that report to County in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to County through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

3. Compensation:

County shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with County, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the 1st day of July, 2017, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to three years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. Records and Confidentiality:

- a. Records Distribution When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to County along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to County as the custodian of those records.
- b. Confidentiality Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.

8. Reciprocal Indemnification:

County agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, 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 County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless County, 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 County in connection with the services provided by WCRMEO to County 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.

9. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

10. Incorporation:

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Justin Norton Washoe County Regional Medical Examiner's Office P.O. Box 11130 Reno, NV 89520 Richard Hickox Churchill County Theriff's Office 73 N. Maine St. Fallon, NV 89406

12. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

COUNTY	WASHOE COUNTY
Benjamin D. Trotter Churchill County Sheris	By: Beb Lucey, Chair Washoe County Commission
DATED: May 24, 2017	DATED: June 27, 2017
ATTEST:	ATTEST:
By:	By: amey Lauf
County Clerk	County Oferk
Churchill County	Washoe County
	, 0.5

INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made the 1st day of July, 2017, by and between Modoc County on behalf of its Sheriff/Coroner (hereinafter "County") and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Regional Medical Examiner's Office (hereinafter "WCRMEO").

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS County desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to County as needed; and

WHEREAS WCRMEO is willing and able to provide such services for County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by County in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in County which County determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations and medicolegal consultations shall be conducted by WCRMEO in accordance with WCRMEO policies.

WCRMEO will complete a written report on all autopsy and medical examination cases conducted for County and will provide that report to County in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to County through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

3. Compensation:

County shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with County, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the 1st day of July, 2017, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to three years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. Records and Confidentiality:

- a. Records Distribution When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to County along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to County as the custodian of those records.
- b. Confidentiality Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.

8. Reciprocal Indemnification:

County agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, 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 County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless County, 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 County in connection with the services provided by WCRMEO to County 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.

9. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

10. <u>Incorporation:</u>

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Washoe County

Regional Medical Examiner's Office

P.O. Box 11130

Reno, NV 89520

TEX DOWNY

MODOE COUNTY

LEADSR-SHEELT ASSIGNT CORNER

ALTURAS CA. 76101

12. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

COUNTY	WASHOE COUNTY
By: Mike Formed Lorones Moder County Derf Corones	By: Bob Łucey, Chair Washoe County Commission
DATED: May 24, 2017	DATED: June 27, 2017
ATTEST:	ATTEST:
By:	By: any 2. Variet
County Clerk	County Clerk
Modoc County	Washoe County

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES FOR THE 2017-2018 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2017-2018 fiscal year; and

WHEREAS, the Board of County Commissioners is required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2017, and to designate the number of cents of each \$100 of property levied for each fund; and

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

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

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2017-2018 as certified and levied are shown on the attached exhibit; and

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

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

Adopted this 27

day of

2017

Chairman, Washoe County

Commission

A Hagt

County Clerk

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 \$27,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Incline Village; now, therefore, be it

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

- 1. The Board hereby grants to Incline Village Community Hospital Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2017-2018 in the amount of \$27,000
- 2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
- 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 27th Day of June, 2017

Washoe County Commission

County Clerk

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

WHEREAS, NRS 244.1505 provided that a Board of County Commissioners may expand money for any purpose which will provide a substantial benefit to 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 County Commissioners of Washoe County has determined that \$31,500 in funding is needed to assist in providing support for the operation 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 County Commissioners of Washoe County that:

- 1. The Board hereby grants to Access to Healthcare Network, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2017-2018 in the amount of \$31,500.
- 2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing uninsured 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.
- 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 is attached hereto and incorporated herein by reference.

Washoe County Commission

Adopted this 27th day of June, 2017

ATTEST:

County Clerk,



RESOLUTION OF THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

INITIATING AN AMENDMENT TO WASHOE COUNTY CODE CHAPTER 110, DEVELOPMENT CODE, AT ARTICLE 422, WATER AND SEWER RESOURCE REQUIREMENTS

Whereas, Section 110.818.05 of the Development Code requires that amendments to the Development Code be initiated by resolution of the Washoe County Commission; and

Whereas, the Board of County Commissioners provided direction to amend the Washoe County water and sewer resource requirements code for commercial, industrial, or civic uses in areas not served by Truckee Meadows Water Authority [by removing the water rights dedication requirement]; and

Now, therefore, be it resolved that pursuant to Washoe County Code Section 110.818.05(a) that an amendment is initiated to the Washoe County Code Chapter 110, Development Code, at Article 422 as set forth in the agenda for the June 27, 2017 meeting of the Washoe County Board of County Commissioners, that a public hearing with the Washoe County Planning Commission on the amendment shall be held within 125 days of this resolution's adoption date, and that this amendment is initiated without prejudice to its final disposition.

ADOPTED on June 27, 2017.

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Nancy Parent, Washoe County Clerk

Bob Lucey, Chairman

FORENSIC SUPPORT SERVICES AGREEMENT BETWEEN

WASHOE COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the UNIVERSITY OF NEVADA, RENO POLICE SERVICES 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. <u>SERVICES PROVIDED</u>: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

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

- A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$18,016, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.
- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.
- 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.

WASHOE COUNTY SHERIFF

CHAIR WASHOE COUNTY COMMISSION

WASHOE COUNTY LERK

DATE: May 9, 2017

BY: **USER**

Board of Regents of the Nevada System of Higher Education On behalf of Univ. of Nevada, Reno.

ed Harvey

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$7,622, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: April 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 2'

CHAIR

WASHQE COUNTY COMMISSION

DATE:

ATTEST

WASHOE COUNTY CLERK

DATE.

BY:

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do <u>NOT</u> include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

CARSON CITY ON BEHALF OF THE CARSON CITY SHERIFF'S OFFICE

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$127,910, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: (m) 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 27, 2017

CHAIR
WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE: Spul 25, 2017

BY:

USER /

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EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

CHURCHILL COUNTY ON BEHALF OF THE CHURCHILL COUNTY SHERIFF'S OFFICE

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$40,535, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>EFFECTIVE DATE AND RENEWAL</u>:

A. This Agreement shall be effective as of July 1, 2017 and terminate as of June 30, 2018.

- 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: (17, 2017)

WASHOE COUNTY SHERIFF

DATE: June

CHAIR

WASHOE COUNTY COMMISSION

DATE:

ATTEST:

WASHOE COUNTY CLERK

DATE.

BY:

USER

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE DOUGLAS COUNTY SHERIFF'S OFFICE

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$104,940, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: Cepul 17, 2017	BY: M. M. M. WASHOE COUNTY SHERIFF
DATE: June 27, 2017	BY. CHAIR WASHOE COUNTY COMMISSION
DATE: June 27, 2017	ATTEST: ancy Laut WASHOE COUNTY CLERK

USER

DATE: Mey 1, 2017

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

Up to 5 separate items can be submitted per case.

- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

Forensic services within the existing capabilities of the laboratory do <u>NOT</u> include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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.

THE ELKO POLICE DEPARTMENT

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$78,368, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: April 17, 2017	BY: Alle WASHOE COUNTY SHERIFF
DATE: June 27, 2017	BY. CHAIR WASHOE COUNTY COMMISSION
DATE: June 27, 2017	ATTEST: arcy Clark WASHOE COUNTY CLERK
DATE:	BY: Bully. USER FIKE POUR CULT

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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- Weapon function test
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Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
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The following additional services can be offered on a fee for service basis:

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Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

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- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
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- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$73,448, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: april 17, 2017

WASHOE COUNTY SHERIFF

DATE: Jane 27, 2017

BY:

CHAIR

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

ATTEST:

WASHOE COUNTY CLERK

DATE: 4-24-17

BY:

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE EUREKA COUNTY SHERIFF'S OFFICE

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$4,850, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: Carl 17, 2017

WASHOE COUNTY SHERIFF

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE: April 24, 2017

BY:

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

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Clandestine lab testimony

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$32,878, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: Cept 17, 2017

WASHOE COUNTY SHERIFF

WASHOE COUNTY COMMISSION

DATE: June 27,2017

2017

WASHOE COUNTY CLERK

DATE

BY:

USER

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

HUMBOLDT COUNTY ON BEHALF OF THE HUMBOLDT COUNTY SHERIFF'S OFFICE

AND

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$29,795, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: april 17, 2017

DATE

June 27, 2017

ÇHAJK

WASHOE COUNTY COMMISSION

DATE:

June 27, 2017

ATTEST:

WASHOE COUNTY CLERK

DATE: 5.8-2017

BY:

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A ાવ્યાસ્થાન કરવા કુકુકુક વાર્ષ મોં જ

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

Homicide

100

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

to expression attended to

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

FORENSIC SUPPORT SERVICES AGREEMENT BETWEEN WASHOE COUNTY ON BEHALF OF

WASHOE COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND

LANDER COUNTY ON BEHALF OF THE LANDER COUNTY SHERIFF'S OFFICE

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$9,008, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: April 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 27, 201

CHAIR
WASHOE COUNTY COMMISSION

WASHOE COUNTY/CLERK

DATE: 4-26-17

BY: USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
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Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
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Shoeprint and Tire track Comparison

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- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
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Latent Print Processing

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

Latent Print Comparison

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

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

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do <u>NOT</u> include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

LOVELOCK PAIUTE TRIBE ON BEHALF OF THE LOVELOCK PAIUTE TRIBAL POLICE DEPARTMENT

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$3,000, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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: (pml 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 27, 2017

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE:

BY:

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A to the transfer of the same

Controlled Substances

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$83,322, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: Jan 17, 2017	BY: Muller WASHOE COUNTY SHERIFF
DATE: June 27, 2017	BY: CHAIR WASHOE COUNTY COMMISSION
DATE: June 27, 2017	ATTEST: arey . taref WASHOE COUNTY CLERK
DATE: 5/9/17	BY: CHAIR LYON-COUNTY COMMISSION BY: LYON COUNTY SHERIFF

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE MINERAL COUNTY SHERIFF'S OFFICE

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$7,657, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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.

1

DATE: 17, 2017	BY MASHOE COUNTY SHERIFF
DATE: June 27, 2017	BY: CHAIR WASHOE COUNTY COMMISSION
DATE: June 27, 2017	ATTEST: arcy Lanet WASHOE COUNTY CLERK
DATE: 04/25/2015	BY: PMIJL

USER

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

Up to 5 separate items can be submitted per case.

Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.

Only selected items from those submitted will be analyzed.

- When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
- When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
- Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
- Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.

Pharmaceutical preparations (tablets or capsules)

- Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
- Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Controlled Substances services NOT included, or restricted.

Quantitative or purity analysis

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- · Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- · Robbery, strong armed, with substantial bodily injury
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- Homicide autopsy

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- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE STATE OF NEVADA ON BEHALF OF THE OFFICE OF THE INSPECTOR GENERAL, DEPARTMENT OF CORRECTIONS

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

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

- A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$13,962, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.
- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.
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DATE: Cent 17, 2017

WASHOE COUNTY SHERIFF

DATE: fline 21, 2

CHAIR
WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE:

BY: USER

EXHIBIT B FY 17/18

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

Controlled Substances

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- · Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$6,305, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- 2. <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: Cycl 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 27, 2017

CHAIR

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY OLERK

DATE: APRIL 25,2011

BY: USER

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- · Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$435,500, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

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: Cepul 17,	BY: Muel Aller WASHOE COUNTY SHERIFF
DATE: June 27, 2017	BY. CHAIR WASHOE COUNTY COMMISSION
DATE: June 27, 2017	ATTEST: Oncy Laist WASHOE COUNTY CLERK
DATE: April 26, 20,7	BY: JUSER -SPARKS POLICE CHIEF
DATE: 5-9-17	BY: P. MW MAYOR GENO R. MARTINI
DATE: 5-9-17	ATTEST: Yeusa Gardner Sparks SPARKS CITY CLERK, Teresa Gardner
DATE: 4/27/17	APPROVED AS TO FORM:

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do <u>NOT</u> include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$29,726, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: April 17, 2017

WASHOE COUNTY SHERIFF

DATE: June 27

CHAIR

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE: first 24 4017

BY:

USER

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE WASHOE COUNTY SCHOOL DISTRICT ON BEHALF OF THE WASHOE COUNTY SCHOOL POLICE DEPARTMENT

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

WITNESSETH:

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

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

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

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

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

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

- A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$20,718, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.
- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.
- 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: april 17, 2017

WASHOE COUNTY SHERIFF

DATE: June

WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY CLERK

DATE: 5/2/17

BY:

EXHIBIT B FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any <u>controlled substance</u> in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

• Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

?hoto Laboratory services can be provided per the following fee schedule:

• \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

THE CITY OF WEST WENDOVER ON BEHALF OF THE WEST WENDOVER POLICE DEPARTMENT

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and 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. <u>SERVICES PROVIDED</u>: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$22,173, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: April 17, 76/7

WASHOE COUNTY SHERIF

DATE: June 27, 2017

CHAIR WASHOE COUNTY COMMISSION

DATE: June 27, 2017

WASHOE COUNTY OLERK

DATE: 5/1/1

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.

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- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

- Creation of CDs from scene photos taken by F1S
- CDs created from previously processed 35mm negatives

Primary Examination

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

DNA Analysis

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

For ensic services within the existing capabilities of the laboratory do \underline{NOT} include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$40,881, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2017 and terminate as of June 30, 2018.

- 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: [pml 17, 2617

WASHOE COUNTY SHERIFF

DATE: June 27, 201-

CHAIR WASHOE COUNTY COMMISSION

DATE: June 27, 201

ATTEST: WASHOE COUNTY CLERK

DATE: 4/25/2017

USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-thecounter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

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

Shoeprint and Tire track Comparison

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

- Creation of CDs from scene photos taken by F1S
- CDs created from previously processed 35mm negatives

Primary Examination

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

DNA Analysis

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

Forensic services within the existing capabilities of the laboratory do <u>NOT</u> include the following:

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is <u>included</u> for all agencies. This is not a service that is charged for.

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2017/2018 USER shall pay to WASHOE a fee of \$6,929, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.
- D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.
- E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.
- **2.** <u>INDEMNIFICATION</u>: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

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

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

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A. This Agreement shall be effective as of July 1, 2017 and terminate as of June 30, 2018.

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WASHOE COUNTY SHERIFF

WASHOE COUNTY COMMISSION

ATTEST:

DATE: 04-27-2017

BY: **USER**

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

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- Bank robbery with substantial bodily injury
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Latent print processing or DNA analysis of fired cartridge casings.

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• Casework or testimony on civil matters

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

• The Breath Alcohol Program is funded by the State.

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

INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between the County of Washoe, a political subdivision of the State of Nevada, by and through the Department of Juvenile Services, hereinafter referred to as "Department" and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno, Department of Athletics, hereinafter referred to as "Agency."

WITNESSETH

WHEREAS, the parties are both public agencies as described in NRS Chapter 277 and are empowered to enter into interlocal agreements for any governmental service, activity or undertaking which any of the parties entering into the agreement is authorized to perform;

WHEREAS, the Department has established programs whereby certain juvenile offenders can perform community service through a work program to remove litter and weeds and to perform landscaping and other general cleanup as agreed to by the Department and the Agency.

WHEREAS, the Agency would benefit from the services of the Department in removing litter and weeds and performing landscaping and other general cleanup as agreed to by the Department and the Agency.

WHEREAS, the Department and the Agency mutually desire to enter into an interlocal agreement for these purposes;

NOW, THEREFORE, the parties agree as follows:

- 1. The Department agrees to provide available work crews to perform litter and weed removal, landscaping, and general cleanup at the request of the Agency. The Department agrees to provide equipment to be used by the crew(s) for these tasks except as otherwise required by the Agency. The weeds and litter removed will be placed in bags by those persons performing the services and the bags will be placed in suitable locations for pickup by Agency personnel.
- 2. The above-described services will be performed upon the written request of the Agency, however, the date and time the services will be performed will be at the discretion of the Department based upon available work crews. Department shall give advance notice to University Police Services that a work crew will be present on University property by calling the duty phone, (775) 745-6195, in advance of the arrival of the work crew on the University premises.
- 3. The Agency will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
- 4. The Department shall provide for transportation for the work crews and any necessary supervisors as well as the equipment to be used by the work crews for litter and weed removal. The Agency shall be responsible for transportation of equipment and persons necessary to perform those functions that are the responsibility of the Agency. The Department is familiar with and agrees to adhere to the Agency's Child Protection Policy.
- 5. The Agency agrees to conduct a hazard assessment of each work site and provide its findings to the Department prior to requesting the Department to work in that location.

- 6. The Agency will pay the Department, as compensation for the expenses incurred in providing the necessary supervision to the work crews, a sum of Two Hundred Dollars (\$200.00) per day for each supervisor that is required. The Department will notify the Agency in advance of performing the services how many supervisors will be necessary to perform the services. Any costs associated with the Department's performance of the services will be included in the above-described compensation unless otherwise agreed upon in writing. Payment by the Agency will be made promptly upon receipt of billing statements. The Department will send billing statements bi-monthly. In the case of a compensation increase, the "Agency" will be notified in writing. If both parties agree to the new compensation amount, this contract will remain in full force and effect and will not have to be re approved by the Board of County Commissioners. In the event that the governing body appropriating funds for Agency fails to obligate the funds necessary to make the payments beyond Agency's then current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.
- 7. The Department will be responsible for the conduct and actions of its employees, agents and persons the Department has a duty to direct and control. The Department, to the extent limited in accordance with NRS Chapter 41, agrees to indemnify, defend and hold harmless the Agency, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents or persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the Agency or its employees or agents.
- 8. The Agency acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the Agency waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents or persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents or persons whom the Department has a duty to direct and control.
- 9. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents for the Nevada System of Higher Education on behalf of the University of Nevada, Reno (NSHE) shall indemnify, defend, and hold harmless Washoe County from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney's fee, arising either directly or indirectly from any act or failure to act by NSHE or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. NSHE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. NSHE's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.
- 10. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.
- 11. All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

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Washoe County Department of Juvenile Services

P.O. Box 11130 Reno, Nevada 89520

AGENCY:

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno

1664 N. Virginia St. Legacy Hall / MS 264 Reno, Nevada, 89557-0041

- 12. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of the agreement, which can be given effect without such void or illegal provision, shall remain in full force and effect.
- 13. This agreement may not be assigned or amended without the consent of the governing boards of the parties.
 - 14. This Agreement shall be in effect for a period of four years beginning July 1, 2017.

WASHOE COUNTY Dated: 6/27/17	
Ву:	,Chairman
Washoe County Comm	
ATTEST:	H. CH.
Janey 2	Varet
Washoe County Clerk	THY.
Board of Regents of the Higher Education obo th Nevada, Reno	
Ву:	
Ray Moran	

Title: Director of Purchasing

RESOLUTION

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

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

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

WHEREAS, as of March 31, 2017, various utility accounts were delinquent; and

WHEREAS, as of May 19, 2017, customer accounts associated with Four Hundred and Sixty Five (465) Assessor Parcel Numbers (APNs), that were delinquent as of March 31, 2017, continued to be delinquent; and

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

WHEREAS, delinquent utility customers were provided notice that delinquencies as of March 31, 2017, not paid by May 19, 2017, would be attached to the tax roll; and

WHEREAS, customers still delinquent as of May 19, 2017 were provided notice of the public hearing to be held on June 27, 2017, at 10:00 a.m.; and

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

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

<u>Section I.</u> The following APNs that had utility account balances delinquent as of March 31, 2017, and continued to be delinquent as of May 19, 2017, shall be attached to the tax roll by the Treasurer's Office and collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the county's general taxes:

Amount	APN	Amount	APN	Amount	APN	Amount
492.9	01722319	89.75	01728320	653.83	01729205	216.69
387.32	01722325	88.8	01729102	652.66	01746304	150.06
136.72	01723208	626.69	01729105	659.58	01755011	663.09
659.13	01723214	480.25	01729112	345.87	01755014	662.11
640.34	01723217	295.23	01729116	163.91	01756006	663.21
662.92	01725334	663.23	01729161	527.3	02127008	133.54
439.72	01726215	284.84	01729166	660.28	02602137	662.36
	492.9 387.32 136.72 659.13 640.34 662.92	492.9 01722319 387.32 01722325 136.72 01723208 659.13 01723214 640.34 01723217 662.92 01725334	492.9 01722319 89.75 387.32 01722325 88.8 136.72 01723208 626.69 659.13 01723214 480.25 640.34 01723217 295.23 662.92 01725334 663.23	492.9 01722319 89.75 01728320 387.32 01722325 88.8 01729102 136.72 01723208 626.69 01729105 659.13 01723214 480.25 01729112 640.34 01723217 295.23 01729116 662.92 01725334 663.23 01729161	492.9 01722319 89.75 01728320 653.83 387.32 01722325 88.8 01729102 652.66 136.72 01723208 626.69 01729105 659.58 659.13 01723214 480.25 01729112 345.87 640.34 01723217 295.23 01729116 163.91 662.92 01725334 663.23 01729161 527.3	492.9 01722319 89.75 01728320 653.83 01729205 387.32 01722325 88.8 01729102 652.66 01746304 136.72 01723208 626.69 01729105 659.58 01755011 659.13 01723214 480.25 01729112 345.87 01755014 640.34 01723217 295.23 01729116 163.91 01756006 662.92 01725334 663.23 01729161 527.3 02127008

APN	Amount	APN	Amount	APN	Amount	APN	Amount
02602152	335.7	04962304	623.24	08052226	301.89	08348219	129.4
02602156	416.81	04966505	539.99	08052238	91.13	08348234	129.4
03505103	663.23	04979121	105.5	08052267	905.82	08348238	60.28
03505106	611.09	04981114	185.96	08052268	207.95	08349403	27.93
03505309	136.72	04982305	643.06	08052282	990.79	08350303	663.23
03505312	235.96	05119107	335.7	08052283	111.09	08350506	662.82
03506107	645.27	05151321	93.68	08054119	344.69	08350511	614.86
03506202	652.43	05157102	653.83	08054127	162.01	08350513	614.63
03506204	249.49	07628126	60.28	08054213	656.26	08350605	41.59
03506303	663.23	07628226	109.06	08056308	436.03	08350606	662.99
03506311	663.2	07629043	69.4	08057102	117.39	08350614	663.23
03506407	642.61	07631053	129.4	08057312	505.8	08351106	663.1
03507102	663.23	07631070	60.28	08061201	619.95	08351116	658.47
03509109	657.54	07636101	39.39	08061204	619.15	08356102	129.4
03509118	84.84	07639164	129.4	08061307	55.24	08356104	129.4
03510103	644.76	07669080	129.4	08061313	653.59	08356314	27.93
03510208	65	08019109	3943.52	08061316	139.62	08356317	60.28
03510401	663.22	08019120	69.96	08062201	415.1	08357209	129.4
03510409	284.84	08042106	607.38	08062303	659.58	08357303	27.93
03511207	124.77	08042107	91.91	08222116	632.7	08357314	129.4
03512008	663.23	08042206	505.95	08222214	659.92	08357402	27.93
03512011	83.45	08042211	659.97	08222407	640.34	08359217	663.23
03534209	663.23	08043105	658.47	08222501	659.27	08372108	129.4
03534302	185.36	08045003	341.95	08222604	637.79	08381202	92.63
03535405	431.09	08048108	561.7	08223207	392.63	08386109	27.93
03535706	663.21	08048258	358.17	08223902	614.6	08386127	55.86
03536420	679.84	08048359	908.43	08226346	53.94	08517109	663.23
03536603	465.06	08048382	945.5	08251212	983.83	08517111	630.04
03536608	650.26	08049607	824.46	08265003	130.66	08517203	660.61
03862512	205.27	08049703	330.46	08265019	128.43	08517307	651.34
03862607	981.89	08049745	973.4	08339119	129.4	08517404	663.23
03862709	199.71	08049749	416.1	08339120	60.28	08518209	47.92
03862809	982.72	08049751	47.16	08339304	124.98	08518212	663.23
03863102	500.55	08049767	970.24	08339305	129.4	08518214	619.15
03863211	899.04	08050225	507.04	08339502	27.93	08518216	657.33
03863324	950.24	08050234	556.75	08344047	120.98	08742106	631.66
04439109	335.7	08050342	219.53	08347210	129.4	08747101	663.21
04439110	335.7	08050351	194.97	08347216	129.33	08747210	663.21
04957304	86.09	08052108	983.35	08348204	129.4	08757109	663.23

APN Amount APN Amount APN Amount APN Amount 08763109 45.81 08926310 41.79 50473035 129.4 53039202 714.5 08765103 663.23 08928102 129.4 50842021 27.93 53041404 815.95 08765108 41.59 08929009 129.4 50842027 27.93 53041402 225.04 08765113 545.78 08932110 129.4 50844009 161.75 53042603 361.64 08765120 644.4 08932304 708.25 50845213 129.4 53044102 272.46 08765210 197.98 0893402 129.4 50847210 97.05 5305218 790.24 08765245 661.34 08939115 129.4 50847611 129.4 53061607 315.95 08766136 663.23 08941203 129.4 50847614 143.05 5306160 134.47 08766314 439.33 08943309 106.94								
08763202 88.8 08927418 656.25 50841019 27.93 53040213 815.95 08765103 663.23 08928102 129.4 50842021 27.93 53041404 815.95 08765108 41.59 08929009 129.4 50842027 27.93 53041402 285.04 08765113 545.78 08932107 60.28 50843007 129.4 53042301 96.46 08765129 644.4 08932104 708.25 50845213 129.4 53044102 272.46 08765210 197.98 0893402 129.4 50845218 129.4 5305303 815.95 08765214 656.42 0893915 129.4 50847661 129.4 5305501 366.13 08766136 663.23 08941203 129.4 50847614 143.05 53061610 134.47 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766314 627.41 08943404	APN	Amount	APN	Amount	APN	Amount	APN	Amount
08765103 663.23 08928102 129.4 50842021 27.93 53041404 815.95 08765108 41.59 08929009 129.4 50842027 27.93 53041402 285.04 08765113 545.78 08932110 129.4 50843007 129.4 53042603 361.64 08765129 644.4 08932304 708.25 50845213 129.4 53044102 272.46 08765210 197.98 08934402 129.4 50845213 129.4 53054303 815.95 08765214 656.42 08938206 125.4 50847610 97.05 53055218 790.24 08765245 661.34 08939115 129.4 50847611 129.4 5306607 815.95 08766129 550.92 08940103 162.8 50847611 129.4 53066101 334.75 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766316 439.33 0894309 <	08761309	45.81	08926310	41.79	50473035	129.4	53039202	714.5
08765108 41.59 08929009 129.4 50842027 27.93 53041428 285.04 08765113 545.78 08932107 60.28 50843007 129.4 53042301 96.46 08765114 663.23 08932110 129.4 50844109 161.75 53042603 361.64 08765210 197.98 08934402 129.4 50845213 129.4 53054010 27.46 08765214 656.42 08938206 125.4 50847210 97.05 53055218 790.24 08765245 661.34 08939115 129.4 50847606 129.4 5306501 366.13 08766129 550.92 08940103 60.28 50847611 129.4 5306100 815.95 08766136 663.23 08941203 129.4 50047614 143.05 5306101 134.70 08766136 439.33 0894303 79.02 40.28 5306102 8306201 601.34 08766216 439.33 0894303 79	08763202	88.8	08927418	656.25	50841019	27.93	53040213	815.95
08765113 545.78 08932107 60.28 50843007 129.4 53042301 96.46 08765114 663.23 08932110 129.4 50844109 161.75 53042603 361.64 08765129 644.4 08932304 708.25 50845213 129.4 5305403 815.95 08765210 197.98 08938206 129.4 50847210 97.05 53055218 792.4 08765245 661.34 08939115 129.4 50847606 129.4 5306501 366.13 08766129 550.92 08940103 60.28 50847611 129.4 53061007 815.95 08766316 663.23 08941203 129.4 50047614 143.05 53061610 134.47 08766316 439.33 08943308 7.307 51002202 60.28 53065201 601.34 08766316 439.33 08943308 7.307 51002204 129.4 53068204 798.35 08769214 662.1 0894302 <t< td=""><td>08765103</td><td>663.23</td><td>08928102</td><td>129.4</td><td>50842021</td><td>27.93</td><td>53041404</td><td>815.95</td></t<>	08765103	663.23	08928102	129.4	50842021	27.93	53041404	815.95
08765114 663.23 08932110 129.4 50844109 161.75 53042603 361.64 08765129 644.4 08932304 708.25 50845213 129.4 53044102 272.46 08765210 197.98 08934402 129.4 50845218 129.4 53054303 815.95 08765214 656.42 08939115 129.4 50847606 129.4 53056301 3661.3 08766129 550.92 08940103 160.28 50847611 129.4 53061607 815.95 08766136 663.23 08941203 129.4 5100109 129.4 53061601 134.47 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766214 627.41 08943309 106.94 5100202 60.28 53065201 601.34 08768214 627.41 0894304 60.28 51005103 701.25 53069202 58.02 08769209 663.21 0895101	08765108	41.59	08929009	129.4	50842027	27.93	53041428	285.04
08765129 644.4 08932304 708.25 50845213 129.4 53044102 272.46 08765210 197.98 08934402 129.4 50845218 129.4 53054303 815.95 08765214 656.42 08938206 125.4 50847210 97.05 53055218 790.24 08765245 661.34 08939115 129.4 50847610 129.4 53056301 366.13 08766136 663.23 08941203 129.4 50847614 143.05 53061607 815.95 08766316 633.23 08941203 129.4 51001109 129.4 53061607 815.95 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766316 439.33 08943308 73.07 51002202 60.28 53069202 58.02 08769211 662.89 08947204 27.93 51005103 701.25 53069202 58.02 08769209 663.21 08955106	08765113	545.78	08932107	60.28	50843007	129.4	53042301	96.46
08765210 197.98 08934402 129.4 50845218 129.4 53054303 815.95 08765214 656.42 08938206 125.4 50847210 97.05 53055218 790.24 08765245 661.34 08939115 129.4 50847606 129.4 53056301 366.13 08766129 550.92 08940103 60.28 50847611 129.4 53061607 815.95 08766301 136.72 08942503 129.4 51001109 129.4 53063104 298.08 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068201 798.35 08768214 627.41 08943404 60.28 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006207 565.38 53071301 705.26 08770215 563.08 08955208	08765114	663.23	08932110	129.4	50844109	161.75	53042603	361.64
08765214 656.42 08938206 125.4 50847210 97.05 53055218 790.24 08765245 661.34 08939115 129.4 50847606 129.4 53056301 366.13 08766129 550.92 08940103 60.28 50847611 129.4 53061607 815.95 08766136 663.23 08941203 129.4 51001109 129.4 53063104 298.08 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769219 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 51015107 811.4 53072203 133.09 08770215 563.08 08955208	08765129	644.4	08932304	708.25	50845213	129.4	53044102	272.46
08765245 661.34 08939115 129.4 50847606 129.4 53056301 366.13 08766129 550.92 08940103 60.28 50847611 129.4 53061607 815.95 08766136 663.23 08941203 129.4 50847614 143.05 53061610 134.47 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769209 663.21 08951106 149.33 51005002 565.38 53070215 200 08770212 663.22 08954302 27.93 51015107 811.4 53074203 133.09 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303	08765210	197.98	08934402	129.4	50845218	129.4	53054303	815.95
08766129 550.92 08940103 60.28 50847611 129.4 53061607 815.95 08766136 663.23 08941203 129.4 50847614 143.05 53061610 134.47 08766301 136.72 08942503 129.4 51001109 129.4 53063104 298.08 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08769211 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51015107 811.4 53072203 133.09 08770212 663.22 08955302 27.93 5305102 374.54 53074205 235.14 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770215 563.08 08955303	08765214	656.42	08938206	125.4	50847210	97.05	53055218	790.24
08766136 663.23 08941203 129.4 50847614 143.05 53061610 134.47 08766301 136.72 08942503 129.4 51001109 129.4 53063104 298.08 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 53005102 374.54 53074205 235.14 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770215 563.08 08955303	08765245	661.34	08939115	129.4	50847606	129.4	53056301	366.13
08766301 136.72 08942503 129.4 51001109 129.4 53063104 298.08 08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820207 326.8 14010201	08766129	550.92	08940103	60.28	50847611	129.4	53061607	815.95
08766316 439.33 08943308 73.07 51002202 60.28 53065201 601.34 08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 51015107 811.4 53074205 235.14 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008402 257.05 53075316 360.32 08820207 324.84 08957302 662.28 53008429 257.05 53075316 360.32 088202048 355.51 14205402	08766136	663.23	08941203	129.4	50847614	143.05	53061610	134.47
08766406 136.72 08943309 106.94 51002204 129.4 53068204 798.35 08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 51015107 811.4 53072203 133.09 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53012006 361.64 53076202 815.95 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918170 92.63 14420107	08766301	136.72	08942503	129.4	51001109	129.4	53063104	298.08
08768214 627.41 08943404 60.28 51005103 701.25 53069202 58.02 08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076022 815.95 088218143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53019203 67.82 5308203 298.02 08918170 92.63 14420107	08766316	439.33	08943308	73.07	51002202	60.28	53065201	601.34
08769111 662.89 08947204 27.93 51005207 565.38 53070215 200 08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 51015107 811.4 53072203 133.09 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820207 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 5301409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414010	08766406	136.72	08943309	106.94	51002204	129.4	53068204	798.35
08769209 663.21 08951106 149.33 51006302 350.09 53071301 705.26 08770212 663.22 08954302 27.93 51015107 811.4 53072203 133.09 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 15238201	08768214	627.41	08943404	60.28	51005103	701.25	53069202	58.02
08770212 663.22 08954302 27.93 51015107 811.4 53072203 133.09 08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 1444108 234.73 53017209 813.23 53081201 61.28 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220	08769111	662.89	08947204	27.93	51005207	565.38	53070215	200
08770215 563.08 08955208 27.93 53005102 374.54 53074205 235.14 08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919213 129.4 15211019	08769209	663.21	08951106	149.33	51006302	350.09	53071301	705.26
08770409 663.23 08955303 129.4 53008401 786.1 53074302 570.81 08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919213 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310	08770212	663.22	08954302	27.93	51015107	811.4	53072203	133.09
08820207 324.84 08957302 60.28 53008429 257.05 53075316 360.32 08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14423105 335.7 53019510 815.95 53087314 815.95 08918189 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15218105 663.23 53027206 789.06 53091303 50.9 08919702 129.4 15218205	08770215	563.08	08955208	27.93	53005102	374.54	53074205	235.14
08820227 270.36 14010201 639.47 53010206 361.64 53076202 815.95 08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919702 129.4 15219220	08770409	663.23	08955303	129.4	53008401	786.1	53074302	570.81
08822048 355.51 14205402 662.33 53011409 329.32 53076305 712.2 08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919702 129.4 15219220 663.23 53027210 50.61 53092105 623.74 08919707 55.79 15221503	08820207	324.84	08957302	60.28	53008429	257.05	53075316	360.32
08918143 27.93 14214304 648.6 53012202 170.2 53078208 235.14 08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 530307502 815.95 53205119 815.95 08919709 27.93 15231201	08820227	270.36	14010201	639.47	53010206	361.64	53076202	815.95
08918160 115.33 14414108 234.73 53017209 813.23 53081201 61.28 08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 0892106 27.76 15231201	08822048	355.51	14205402	662.33	53011409	329.32	53076305	712.2
08918170 92.63 14420107 88.8 53019203 67.82 53082203 298.02 08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 0892106 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08922006 129.4 15289105	08918143	27.93	14214304	648.6	53012202	170.2	53078208	235.14
08918189 129.4 14423105 335.7 53019510 815.95 53087314 815.95 08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 0892106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08926301 248.07 50003204	08918160	115.33	14414108	234.73	53017209	813.23	53081201	61.28
08919113 129.4 15038220 131.35 53023109 802.46 53088102 815.95 08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08918170	92.63	14420107	88.8	53019203	67.82	53082203	298.02
08919228 60.28 15206310 659.27 53025305 790.26 53088214 585.2 08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08918189	129.4	14423105	335.7	53019510	815.95	53087314	815.95
08919241 129.4 15211019 152.55 53026206 789.06 53091303 50.9 08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919113	129.4	15038220	131.35	53023109	802.46	53088102	815.95
08919261 129.4 15218105 663.23 53027210 50.61 53092105 623.74 08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919228	60.28	15206310	659.27	53025305	790.26	53088214	585.2
08919702 129.4 15219220 663.23 53027502 815.95 53205119 815.95 08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919241	129.4	15211019	152.55	53026206	789.06	53091303	50.9
08919707 55.79 15221503 492.9 53030103 802.46 53205206 530.29 08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919261	129.4	15218105	663.23	53027210	50.61	53092105	623.74
08919709 27.93 15230206 623.24 53031208 491.29 53207101 661.62 08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919702	129.4	15219220	663.23	53027502	815.95	53205119	815.95
08921106 27.76 15231201 41.59 53031209 813.92 53208307 285.34 08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919707	55.79	15221503	492.9	53030103	802.46	53205206	530.29
08922006 129.4 15289105 284.84 53034202 708.25 53211301 344.15 08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08919709	27.93	15230206	623.24	53031208	491.29	53207101	661.62
08926301 248.07 50003204 246.88 53036403 309.41 53211304 815.95	08921106	27.76	15231201	41.59	53031209	813.92	53208307	285.34
	08922006	129.4	15289105	284.84	53034202	708.25	53211301	344.15
08926309 60.28 50467006 27.93 53036503 623.74 53402102 64.7	08926301	248.07	50003204	246.88	53036403	309.41	53211304	815.95
	08926309	60.28	50467006	27.93	53036503	623.74	53402102	64.7

APN Amount APN Amount APN Amount APN Amount APN Amount 53403111 129.4 55207407 249.84 55614203 41.59 55641215 663.15 53405202 27.93 55207501 324.84 55616104 487.86 55644123 734.04 53406212 129.4 55208408 258.94 55616244 41.59 55644123 734.04 53406423 59.34 55208409 320.36 55617108 663.23 55644165 284.84 53410107 129.4 55209216 185.01 55617140 601.67 55645108 663.23 53411103 129.4 55211402 324.84 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.55 5341222 129.4 55211402 324.84 55621907 663.21 55645130 41.59 53413201 27.93				·				
53405202 27.93 55207501 324.84 55614302 101.07 55644108 385.95 53406212 129.4 55208108 324.84 55616104 487.86 55644123 734.04 53406412 129.4 55208408 258.94 55616224 41.59 55644131 80.87 53406423 59.34 55208409 320.36 55617108 663.23 55645108 663.23 53410107 129.4 55209217 185.01 55619101 640.34 55645116 166.89 53411103 129.4 55211416 157.94 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619301 663.23 55645122 398.85 5341222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413201 27.93 5521203 182.43 55625101 663.23 55645113 663.23 53413207 162.21 55216402	APN	Amount	APN	Amount	APN	Amount	APN	Amount
53406212 129.4 55208108 324.84 55616104 487.86 55644123 734.04 53406412 129.4 55208408 258.94 55616224 41.59 55644131 80.87 53406423 59.34 55208409 320.36 55617108 663.23 55644165 284.84 53410107 129.4 55209217 185.01 55617140 601.67 55645108 663.23 5341103 129.4 552014102 324.84 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 5341222 129.4 55211512 324.84 55621119 234.73 55645121 398.85 53413201 27.93 55212103 182.43 55625101 663.23 55645112 284.84 53413207 162.21 55212410 324.84 55625101 563.23 55671112 284.84 5342105 60.28 55217517	53403111	129.4	55207407	249.84	55614203	41.59	55641215	663.15
53406412 129.4 55208408 258.94 55616224 41.59 55644131 80.87 53406423 59.34 55208409 320.36 55617108 663.23 55644165 284.84 53410107 129.4 55209216 185.01 55617140 601.67 55645108 663.23 53411103 129.4 55209217 185.01 55619101 640.34 55645111 616.89 53411218 45.05 55211416 157.94 55619310 663.23 55645116 663.23 5341222 129.4 55211512 324.84 55621119 234.73 55645101 41.59 53413201 27.93 55212403 182.43 55623106 663.21 55646113 663.23 53415209 129.4 55216402 324.84 55625101 663.23 55647112 284.84 53421305 162.21 55216402 324.84 55626212 335.7 55651115 660.28 5342105 60.28 55217517	53405202	27.93	55207501	324.84	55614302	101.07	55644108	385.95
53406423 59.34 55208409 320.36 55617108 663.23 55644165 284.84 53410107 129.4 55209216 185.01 55617140 601.67 55645108 663.23 53410113 129.4 55209217 185.01 55619101 640.34 55645111 616.89 53411103 129.4 55211402 324.84 55619207 663.21 55645111 616.89 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 53413201 27.93 55212103 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53413209 129.4 55216402 324.84 55625101 663.23 5565116 663.23 53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 5342105 60.28 5521757	53406212	129.4	55208108	324.84	55616104	487.86	55644123	734.04
53410107 129.4 55209216 185.01 55617140 601.67 55645108 663.23 53410113 129.4 55209217 185.01 55619101 640.34 55645111 616.89 53411103 129.4 55211402 324.84 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 5341222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413201 27.93 5521203 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55216402 324.84 55625101 663.23 55647112 284.84 53413302 27.93 55216402 324.84 55626102 391.45 55650116 663.23 53421305 129.4 55218106 224.84 55626211 368.06 55651113 660.28 5342105 60.28 5521900	53406412	129.4	55208408	258.94	55616224	41.59	55644131	80.87
53410113 129.4 55209217 185.01 55619101 640.34 55645111 616.89 53411103 129.4 55211402 324.84 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 53411222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53415209 129.4 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626112 368.06 55651113 660.28 5342105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 5342203 60.28 55219002	53406423	59.34	55208409	320.36	55617108	663.23	55644165	284.84
53411103 129.4 55211402 324.84 55619207 663.21 55645116 663.23 53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 53411222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413201 27.93 55212103 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53415209 129.4 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626212 335.7 55651113 660.28 5342105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 5342203 60.28 55219002	53410107	129.4	55209216	185.01	55617140	601.67	55645108	663.23
53411218 45.05 55211416 157.94 55619310 663.23 55645121 398.85 53411222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413201 27.93 55212103 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 5342105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55622011 284.1 55651104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56607027 619.15 53423123 129.4 55220112	53410113	129.4	55209217	185.01	55619101	640.34	55645111	616.89
53411222 129.4 55211512 324.84 55621119 234.73 55645130 41.59 53413201 27.93 55212103 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53415209 129.4 55216402 324.84 55626211 368.06 55651113 660.28 53418302 27.93 55216405 174.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55626212 335.7 55651115 241.86 5342203 60.28 55218106 224.84 55628010 387.32 55655208 621.42 5342203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 5342206 129.4 55220108 48.84 5563209 163.94 56605103 663.23 53423123 129.4 55222012	53411103	129.4	55211402	324.84	55619207	663.21	55645116	663.23
53413201 27.93 55212103 182.43 55623206 663.21 55646113 663.23 53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53415209 129.4 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 53421105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55632010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 5563209 163.94 56605103 663.23 53423204 27.93 55220208 103.8 55634204 257.04 56607027 619.15 53432306 129.4 55222307	53411218	45.05	55211416	157.94	55619310	663.23	55645121	398.85
53413207 162.21 55212410 324.84 55625101 663.23 55647112 284.84 53415209 129.4 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 53421105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55222008 103.8 55634209 538.56 56607029 611.09 53423104 811.4 55222619	53411222	129.4	55211512	324.84	55621119	234.73	55645130	41.59
53415209 129.4 55216402 324.84 55626102 391.45 55650116 663.23 53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 53421105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 5563209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 534331104 811.4 55222307 649.28 55636215 663.23 56607030 292.6 53433318 92.63 55224103	53413201	27.93	55212103	182.43	55623206	663.21	55646113	663.23
53418302 27.93 55216405 174.84 55626211 368.06 55651113 660.28 53421105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55222008 103.8 55634209 538.56 56607029 611.09 53423104 811.4 55222307 649.28 55636203 663.23 56607030 292.6 5343318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53406506 801.17 55224105	53413207	162.21	55212410	324.84	55625101	663.23	55647112	284.84
53421105 60.28 55217517 324.84 55626212 335.7 55651115 241.86 53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 534331104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 5340704 77.81 55224109	53415209	129.4	55216402	324.84	55626102	391.45	55650116	663.23
53421305 129.4 55218106 224.84 55627311 284.1 55654104 659.97 53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53431104 811.4 55222619 377.59 55636215 663.23 56607030 292.6 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53407104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224124	53418302	27.93	55216405	174.84	55626211	368.06	55651113	660.28
53422203 60.28 55219002 324.84 55628010 387.32 55655208 621.42 53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53433104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53806506 801.17 55224105 163.96 55640124 217.4 57026207 1324.84 53807201 815.95 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130	53421105	60.28	55217517	324.84	55626212	335.7	55651115	241.86
53422206 129.4 55220108 48.84 55633209 163.94 56605103 663.23 53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53431104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119	53421305	129.4	55218106	224.84	55627311	284.1	55654104	659.97
53423123 129.4 55220112 103.8 55634204 257.04 56607027 619.15 53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53431104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53807201 815.95 55224130 163.98 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119	53422203	60.28	55219002	324.84	55628010	387.32	55655208	621.42
53423204 27.93 55220208 103.8 55634209 538.56 56607029 611.09 53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53431104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55206009 324.77 55608105	53422206	129.4	55220108	48.84	55633209	163.94	56605103	663.23
53423206 129.4 55222307 649.28 55636203 663.23 56607030 292.6 53431104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53807201 815.95 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55205011 324.84 55607204 370 55641145 41.14 57026315 522.48 55206009 324.77 55608105	53423123	129.4	55220112	103.8	55634204	257.04	56607027	619.15
53431104 811.4 55222619 377.59 55636215 663.23 56609107 662.65 53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105	53423204	27.93	55220208	103.8	55634209	538.56	56607029	611.09
53433318 92.63 55224103 464.81 55637117 102.69 56610001 661.1 53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53423206	129.4	55222307	649.28	55636203	663.23	56607030	292.6
53447104 777.81 55224105 163.96 55640111 134.84 57024101 163.89 53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53431104	811.4	55222619	377.59	55636215	663.23	56609107	662.65
53806506 801.17 55224119 41.59 55640124 217.4 57026207 1324.84 53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53433318	92.63	55224103	464.81	55637117	102.69	56610001	661.1
53806702 305.4 55224124 448.4 55641102 663.23 57026301 644.76 53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53447104	777.81	55224105	163.96	55640111	134.84	57024101	163.89
53807201 815.95 55224130 163.98 55641124 663.23 57026308 394.43 55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53806506	801.17	55224119	41.59	55640124	217.4	57026207	1324.84
55204043 94.13 55605119 601.32 55641141 631.66 57026311 78.3 55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53806702	305.4	55224124	448.4	55641102	663.23	57026301	644.76
55204068 314.48 55605202 601.67 55641145 41.14 57026314 663.1 55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	53807201	815.95	55224130	163.98	55641124	663.23	57026308	394.43
55205011 324.84 55607204 370 55641147 488.94 57026315 522.48 55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	55204043	94.13	55605119	601.32	55641141	631.66	57026311	78.3
55206009 324.77 55608105 368.08 55641207 661.52 57027103 662.17	55204068	314.48	55605202	601.67	55641145	41.14	57026314	663.1
	55205011	324.84	55607204	370	55641147	488.94	57026315	522.48
57027104 662.17	55206009	324.77	55608105	368.08	55641207	661.52	57027103	662.17
							57027104	662.17

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

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

ADOPTED this 27th day of June, 2017.

Chair,

Washoe County Commission

ATTEST:

Washoe County Clerk