

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

TUESDAY

10:00 A.M.

JUNE 28, 2011

PRESENT:

John Breternitz, Chairman
Bonnie Weber, Vice Chairperson
Bob Larkin, Commissioner
Kitty Jung, Commissioner
David Humke, Commissioner*

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:01 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

11-524 AGENDA ITEM 3 – EXCELLENCE IN PUBLIC SERVICE

Agenda Subject: “Presentation of Excellence in Public Service Certificates honoring Washoe County employees who have completed essential employee development courses.”

***10:04 a.m.** Commissioner Humke arrived.

Katy Simon, County Manager, recognized the following employees for successful completion of the Excellence in Public Service Certificate Programs administered by the Human Resources Department:

Essentials of Management Development

Kris Klein, Sr. Licensed Engineer

Will Lumpkin, Vector Borne Disease Specialist

Ms. Simon announced that the Human Resources Department had issued 500 certificates of completion to County employees. On behalf of the employees, the Learning Center thanked the Board for their continued commitment to employee development and their support for the Excellence in Public Service Certificate Programs.

11-525 AGENDA ITEM 4 - PROCLAMATION

Agenda Subject: “Proclamation-March 12th as Jack Reviglio Day (requested by Commissioner Larkin).”

Commissioner Larkin read and presented the Proclamation to members of the Reviglio family. On behalf of the Reviglio family, Rick Reviglio thanked the Board for this honor and said the community was fortunate to have had such a passionate man working on their behalf.

In response to the call for public comment, Sam Dehne applauded the memory of Mr. Reviglio.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 4 be adopted.

11-526 AGENDA ITEM 5 – RESOLUTION OF APPRECIATION

Agenda Subject: “Resolution of Appreciation--Kiwanis Club of Downtown Sparks and their Bike Program (requested by Commissioner Weber).”

Commissioner Weber read and presented the Resolution of Appreciation to Roger and Ellen Jacobson. Mr. Jacobson thanked the Board for their recognition and thanked the many volunteers who participated within the program. He presented awards to the Fire Departments of Washoe County, the Washoe County Sheriff’s Office, the Public Works Department and the Washoe County School District.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 5 be adopted.

11-527 AGENDA ITEM 6 – RESOLUTION OF APPRECIATION

Agenda Subject: “Resolution of Appreciation-Robert C. Rothe and the Reno Town Mall for significant contributions to the Library System and Washoe County. (All Commission Districts.)”

Commissioner Jung read and presented the Resolution of Appreciation to Robert Rothe, Managing Partner of the Reno Town Mall and Arnie Maurins, Library Director. Mr. Rothe thanked the Board for this recognition and for the tireless efforts from the County and the Library System. Mr. Maurins thanked Mr. Rothe for his continued generosity which enabled the Sierra View Library to remain open and to continue serving the community.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be adopted.

11-528 AGENDA ITEM 7 – PUBLIC COMMENT

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

Bob LaRiviere encouraged the Board to enact the 1 percent Vehicle Excise Tax. He said the proceeds could be used for transportation, infrastructure projects, debt service and other costs that carried out governmental functions of the County.

Dr. Joseph Iser introduced himself as the new District Health Officer. He said he was pleased to be in Washoe County and looked forward to a long and successful relationship with the Board.

Kim Toulouse stated that there was retraction within the Library System due to funding restrictions. He said a consequence of those reductions was the potential closing of small community libraries, such as the Verdi Community Library. He said the demographics for the Verdi community were an older population; many of which would not or could not drive to a main library. Mr. Toulouse indicated other than some part-time salaries in maintaining the facility there was little cost to the County or the Library System. He encouraged the Board to find alternatives to implement the reductions or reduce the directed cuts.

Ardena Perry read from a prepared statement concerning animal control, which was placed on file with the Clerk.

Shelley Wilson spoke on the Verdi Community Library and the potential closure of that facility. She said that Library was utilized by senior citizens who did not have transportation to take them to other libraries. She urged the Board to find the funds to keep the Verdi Community Library open.

Bev Dummitt encouraged the Board to consider the Verdi Community Library as a core service and to keep that Library open.

Sam Dehne spoke on the upcoming special election scheduled for September 2011 and the Fire Services Interlocal Agreement.

George and Sarah Thomas discussed the severe road cracking on eastbound Arrowcreek Parkway. They distributed pictures, which were placed on file with the Clerk. In some areas, Mr. Thomas said cracks were up to a foot wide and six inches deep. He urged the Board to provide maintenance staff with the funds needed so that roads did not damage vehicles. Due to the negligence of County management, Ms. Thomas questioned where citizens should send their bills for damage incurred to their vehicles.

11-529 AGENDA ITEM 8 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, indicated that there was an addendum to the agenda and noted the items listed on the addendum.

Commissioner Weber said she had met with individuals concerning the Verdi Community Library to discuss ideas and the possibility of that facility becoming a community center. She requested a presentation from the newly formed Special Events Coalition to provide an overview of northern Nevada’s special events and the impact those events have on the region. Commissioner Weber announced that the Nevada Association of Counties (NACO) had recognized Commissioner Humke’s assistance during the Legislative session. She commented that the Boy’s and Girl’s Club recently opened a site in Lemmon Valley and thanked staff from the Regional Parks and Open Space Department for attending the dedication ceremony. She said that the Northern Nevada Literacy Council held a fundraiser recently, SpellBinder 2011, which was an adult spelling bee. Commissioner Weber noted that Artown 2011 was beginning and would run through the entire month of July.

CONSENT AGENDA

11-530 AGENDA ITEM 9A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ Regular Meetings of April 26, May 10 and May 24, 2011; Joint Meeting of May 2, 2011; and, Special County Commission Meetings of April 22 and May 16, 2011.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9A be approved.

11-531 AGENDA ITEM 9B

Agenda Subject: “Cancel July 19, 2011 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9B be approved.

11-532 AGENDA ITEM 9C(1) – PUBLIC WORKS

Agenda Subject: “Approve Lease Agreement between the County of Washoe and Roter Investments, L.P. for a 60-month term, commencing July 1, 2011 through June 30, 2016 for the continued occupancy of Sierra View Library Branch located at the Reno Town Mall, 4001 S. Virginia Street, Reno; and if approved, authorize Chairman to execute the Lease Agreement [no fiscal impact for Fiscal Year 2011/12- Lessor has made a commitment to Continue providing donations to cover the rent during the term of this Lease Agreement (as he has done in the past two years)]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9C(1) be approved, authorized and executed.

11-533 AGENDA ITEM 9C(2) – PUBLIC WORKS

Agenda Subject: “Approve Resolution to dispose of assets by donation to KNPB Channel 5 Public Broadcasting, Inc. from the Washoe County General Fund (surplus used 400 Amp Automatic Transfer Switch internal components in “AS IS” condition) from the Regional Animal Service Center [estimated salvage value

\$1,000]; and if approved, authorize Chairman to execute Resolution. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9C(2) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-534 AGENDA ITEM 9C(3) – PUBLIC WORKS

Agenda Subject: “Approve Resolution to designate Washoe County Court Street Properties for parking by certain designated employees of Washoe County, District Court and City of Reno, as well as 30 spaces designated for public parking; and if approved, authorize Chairman to execute Resolution. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9C(3) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-535 AGENDA ITEM 9D – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$40,452] to vendors for assistance of 26 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. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9D be approved.

11-536 AGENDA ITEM 9E - LIBRARY

Agenda Subject: “Approve reappointment of Fred Lokken to the Washoe County Library Board of Trustees, with a term effective July 1, 2011 to June 30, 2015. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Fred Lokken be reappointed to the Washoe County Library Board of Trustees, with a term effective July 1, 2011 and ending June 30, 2015.

11-537 AGENDA ITEM 9F(1) - ASSESSOR

Agenda Subject: “Acknowledge receipt of Annual Report of Projected Expenditures for Assessor’s Technology Fund for Fiscal Year 2011/12. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9F(1) be acknowledged.

11-538 AGENDA ITEM 9F(2) - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2007/2008, 2008/2009, 2009/2010, 2010/2011 secured and unsecured tax rolls; and if approved, authorize Chairman to execute order and direct Washoe County Treasurer to correct errors [cumulative amount of increase \$31,905.76]. (Parcels in various districts as outlined.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9F(2) be approved, authorized, executed and directed.

11-539 AGENDA ITEM 9G(1) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Andy Giddings and appoint Suzy Klass and Bridget Ryan as At-Large members to June 30, 2013 on the West Truckee Meadows Citizen Advisory Board. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Andy Giddings be reappointed and Suzy Klass and Bridget Ryan be appointed as At-Large members on the West Truckee Meadows Citizen Advisory Board with terms ending June 30, 2013.

11-540 AGENDA ITEM 9G(2) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Gary Houk and Barbara Scott, and appoint Holly Smith, as At-Large members to June 30, 2013 on the East Washoe Valley Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Gary Houk and Barbara Scott be reappointed and Holly Smith be appointed as At-Large members on the East Washoe Valley Citizen Advisory Board with terms ending June 30, 2013.

11-541 AGENDA ITEM 9G(3) – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Dave Snelgrove as a Callahan Ranch member, Dennie Hartman as a Steamboat/Toll Road member and Dennis Wilson as an At-Large Alternate to June 30, 2013 on the Galena-Steamboat Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Dave Snelgrove be appointed as a Callahan Ranch member, Dennie Hartman be appointed as a Steamboat/Toll Road member and Dennis Wilson be appointed as an At-Large Alternate on the Galena/Steamboat Citizen Advisory Board with terms ending June 30, 2013.

11-542 AGENDA ITEM 9G(4) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Fran DeAvila as a Hidden Valley Homeowners Association member, appoint Jim Giambruno as an At-Large member and Peter Kaiser as an At-Large Alternate to June 30, 2013 on the Southeast Truckee Meadows Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Fran DeAvila be reappointed as a Hidden Valley Homeowners Association member, Jim Giambruno be appointed as an At-Large member and Peter Kaiser be appointed as an At-Large Alternate on the Southeast Truckee Meadows Citizen Advisory Board with terms ending June 30, 2013.

11-543 AGENDA ITEM 9G(5) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Ray Hebert as an At-Large member (formerly Windy Hill/Frost Ranch) and Jim Johns as a South Hills member, appoint Claudene Wharton as a Zolezzi/Spring Valley/Westridge member and Steven Miles as an At-Large member to June 30, 2013 on the Southwest Truckee Meadows Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Ray Hebert be reappointed as an At-Large member (formerly Windy Hill/Frost Ranch), Jim Johns be reappointed as a South Hills member, Claudene Wharton be appointed as a Zolezzi/Spring Valley/Westridge member and Steven Miles be appointed as an At-Large member on the Southwest Truckee Meadows Citizen Advisory Board with terms ending June 30, 2013.

11-544 AGENDA ITEM 9G(6) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Bill Elliott and appoint Shyrl Bailey as At-Large members, and appoint Debbie Sheltra as an At-Large Alternate, to June 30, 2013 on the West Washoe Valley Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Bill Elliott be reappointed and Shyrl Bailey be appointed as At-Large members, and Debbie Sheltra be appointed as an At-Large Alternate on the West Washoe Valley Citizen Advisory Board with terms ending June 30, 2013.

11-545 AGENDA ITEM 9G(7) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Michele Lani and Bambi Van Dyke as At-Large members to June 30, 2013 on the East Truckee Canyon Citizen Advisory Board. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Michele Lani and Bambi Van Dyke be reappointed as At-Large members on the East Truckee Canyon Citizen Advisory Board with terms ending June 30, 2013.

11-546 AGENDA ITEM 9G(8) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint David Heuss and appoint Ed Hass as At-Large members to June 30, 2013 on the Verdi Township Citizen Advisory Board. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that David Heuss be reappointed and Ed Hass be appointed as At-Large members on the Verdi Township Citizen Advisory Board with terms ending June 30, 2013.

11-547 AGENDA ITEM 9G(9) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Francine Donschick as a District 3 member, Frank Schenk as a Cold Springs member and John White as a North Valleys member; and appoint Art Hernandez as a North Valleys member to June 30, 2013 on the North Valleys Citizen Advisory Board. (Commission Districts 3 and 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Francine Donschick be reappointed as a District 3 member, Frank Schenk be reappointed as a Cold Springs member, John White be appointed as a North Valleys member and Art Hernandez be appointed as a North Valleys member on the North Valleys Citizen Advisory Board with terms ending June 30, 2013.

11-548 AGENDA ITEM 9H(1) – DISTRICT HEALTH

Agenda Subject: “Accept Client Cash Donations from the Family Planning, Immunization, Sexually Transmitted Disease and Tuberculosis Programs [\$20,535.50] for the period January 1, 2011 through May 31, 2011, plus any new cash donations that might be received through June 30, 2011, for the fourth quarter of Fiscal Year 2010/11. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9H(10) be accepted.

11-549 AGENDA ITEM 9H(2)

Agenda Subject: “Approve budget amendments [increase of \$2,856 in both revenue and expenses] to the adopted Fiscal Year 2011 Sexually Transmitted Disease Grant Program (IO 10014) budget; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9H(2) be approved and directed.

11-550 AGENDA ITEM 9H(3) – DISTRICT HEALTH

Agenda Subject: “Approve budget amendments [increase of \$11,012 in both revenue and expenses] to the adopted Fiscal Year 2011 HIV Surveillance Grant Program (IO 10012) budget; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9H(3) be approved and directed.

11-551 AGENDA ITEM 9I(1) – JUVENILE SERVICES

Agenda Subject: “Accept Fiscal Year 2008 Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant accrued interest [\$564.29] from Nevada Juvenile Justice Commission; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed that he sat on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9I(1) be accepted and directed.

11-552 AGENDA ITEM 9I(2) – JUVENILE SERVICES

Agenda Subject: “Approve ongoing 6.91% wage reduction for all Juvenile Services’ employees effective July 4, 2011 in an amount sufficient to reduce total annual labor costs by \$708,424 in Fiscal Year 2011/12. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9I(2) be approved.

11-553 AGENDA ITEM 9I(3) – JUVENILE SERVICES

Agenda Subject: “Approve renewal of Interlocal Agreement between the County of Washoe, on behalf of the Department of Juvenile Services and the Charles M. McGee Center, and the Washoe County School District, concerning the use of office space at the McGee Center for the Washoe County School District’s Truancy Intervention Coordinator and one secretary, to assist early intervention services for truant offending children in Washoe County; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9I(3) be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

11-554 AGENDA ITEM 9J(1) – COMMUNITY RELATIONS

Agenda Subject: “Accept collective donations [\$4,100] from Jim and Teri Newman \$100, Nevada Tri-Partners \$1,000, Dermody Operating Company, LLC \$1,000, Thornton Enterprises \$500, Dacole Company \$1,000 and Daryl Drake \$500 for expenditures related to the countywide Fundamental Review project; and if accepted, direct Finance to deposit the funds into restricted internal order account #IN20354 within the Manager’s Office’s Administrative budget. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Jim and Teri Newman, Nevada Tri-Partners, Dermody Operating Company, LLC, Thornton Enterprises, Dacole Company and Daryl Drake for their generous donations.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9J(1) be accepted and directed.

11-555 AGENDA ITEM 9J(2) – EMERGENCY MANAGEMENT

Agenda Subject: “Accept 2012 State Emergency Response Commission Grant [\$31,430 - no County match required]; and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up the Local Emergency Planning Committee (LEPC) and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9J(2) be accepted, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-556 AGENDA ITEM 9K(1) - PARKS

Agenda Subject: “Approve termination of the Reciprocal Use and Maintenance Agreement between the Washoe County School District and Washoe County; and if approved, authorize Director of Regional Parks and Open Space Department to submit formal written notice of termination to the Washoe County School District at least 90 days in advance as required by the agreement and authorize the Director of Regional Parks and Open Space Department to negotiate a new Maintenance Agreement with Washoe County School District and return to the Board of County Commissioners for approval of same. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9K(1) be approved and authorized.

11-557 AGENDA ITEM 9K(2) - PARKS

Agenda Subject: “Approve Change Order No. 2 to Garden Shop Landscaping for the ARRA Red Rock Fire Ecosystem Restoration Project [\$35,620] for 1,781 lineal feet of spring restoration fencing; and if approved, authorize Regional Parks' staff to execute the necessary documents. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9K(2) be approved, authorized and executed.

11-558 AGENDA ITEM 9K(3) - PARKS

Agenda Subject: “Accept cash donations [\$6,534.12] from various businesses, organizations and individuals and acknowledge in-kind donations for the Department of Regional Parks and Open Space programs and facilities; and if accepted, direct Finance make the appropriate budget adjustments. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9K(3) be accepted and directed.

11-559 AGENDA ITEM 9L – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$13,547.85] for the period April 1, 2011 through May 31, 2011 plus any new cash donations that might be received through June 30, 2011 for the fourth quarter of Fiscal Year 2010/11; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9L be accepted and directed.

11-560 AGENDA ITEM 9M(1) - SHERIFF

Agenda Subject: “Accept Fiscal Year 2011/12 Substance Abuse Prevention and Treatment Agency Award [\$90,000 - no match] for Civil Protective Custody Drug and Alcohol Intervention and Counseling; and if accepted, authorize Finance to make necessary budget adjustments and authorize Chairman to execute Evaluation and Referral Services Agreement between the County of Washoe (Sheriff’s Office) and Bristlecone Family Resources [\$90,000 for July 1, 2011 through June 30, 2012]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(1) be accepted, authorized and executed.

11-561 AGENDA ITEM 9M(2) - SHERIFF

Agenda Subject: “Accept various military surplus equipment donated to the Washoe County Sheriff’s Office [overall value \$23,435] to be utilized to support the Detention Response Team and Special Weapons and Tactics units of the Sheriff’s Office (equipment obtained at no charge to the County from the military). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(2) be accepted.

11-562 AGENDA ITEM 9M(3) - SHERIFF

Agenda Subject: “Accept 2011 Northern Nevada Drug Task Force Grant [\$25,000 (\$15,000 for overtime expenses and \$10,000 for investigative funds) - no County match] from High Intensity Drug Trafficking Areas through Las Vegas Metro Police Department; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(3) be accepted and directed.

11-563 AGENDA ITEM 9M(4) - SHERIFF

Agenda Subject: “Accept 2011 Interdiction Task Force Grant [\$25,000 - no County match] to be used for overtime expenses High Intensity Drug Trafficking Areas as administered through Las Vegas Metro Police Department; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(4) be accepted and directed.

11-564 AGENDA ITEM 9M(5) - SHERIFF

Agenda Subject: “Accept a private donation from the 2011 Schwab Charitable Fund made possible by the generosity of Dave and Cheryl Duffield [\$28,000 - no County match required] to purchase equipment and pawn tracking system to enhance the capabilities of the Washoe County Sheriff’s Office Detectives; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the 2011 Schwab Charitable Fund and Dave and Cheryl Duffield for their generous donation.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(5) be accepted and authorized.

11-565 AGENDA ITEM 9M(6) - SHERIFF

Agenda Subject: “Approve Forensic Support Services Agreements between Washoe County (Sheriff’s Office Forensic Science Division) and 22 various local law enforcement agencies: Carlin Police Department [\$1,043], Carson Sheriff’s Office [\$24,848], Churchill Sheriff’s Office [\$25,799], Douglas County Sheriff’s Office [\$31,545], Elko County Sheriff’s Office [\$39,297], Elko Police Department [\$36,143], Eureka County Sheriff’s Office [\$1,871], Fallon Police Department [\$22,456], Humboldt County Sheriff’s Office [\$15,050], Lander County Sheriff’s Office [\$6,416], Lovelock Police Department \$3,208], Lyon County Sheriff’s Office [\$42,238], Mineral County Sheriff’s Office [\$4,692], Nevada Department of Wildlife [\$1,564], Pershing County Sheriff’s Office [\$12,832], Storey County Sheriff’s Office [\$7,472], Truckee Meadows Community College Police Department [\$2,406], Washoe County School District Police Department [\$17,376], West Wendover Police Department [\$18,980], Western Shoshone Tribal Police Department [\$821], Winnemucca Police Department [\$37,159], Yerington Police Department [\$535] for Forensic Laboratory Analysis Service fees for the term July 1, 2011 to June 30, 2012 with an income of \$353,751. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(6) be approved. The Agreements for same are attached hereto and made a part of the minutes thereof.

11-566 AGENDA ITEM 9N(1) – SOCIAL SERVICES

Agenda Subject: “Approve Department of Social Services accepting an additional grant [\$85,000 - no County match] from the Casey Family Programs to expand the Family Solutions Team process; and if approved, authorize the Department to expend the grant revenue and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9N(1) be approved, authorized and directed.

11-567 AGENDA ITEM 9N(2) – SOCIAL SERVICES

Agenda Subject: “Accept cash donations [\$8,230.49] and Juror Fee donations [\$4,480]; and if accepted, authorize the Department of Social Services to expend these funds to benefit children in care and families who are clients and direct Finance to make appropriate budget adjustments for Fiscal Year 2010/11. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9N(2) be accepted and directed.

11-568 AGENDA ITEM 9N(3) – SOCIAL SERVICES

Agenda Subject: “Authorize Washoe County Department of Social Services to approve a 90-day extension of the current contract with Children’s Cabinet for Independent Living Services, which expires June 30, 2011. (All Commission Districts.)”

Commissioner Larkin questioned the 90-day extension. Kevin Schiller, Social Services Director, explained that the extension allowed for the Request for Proposal (RFP) process, which was delayed until the end of the Legislative session in the event there would be any legislative impacts to funding. He said the 90-day extension would remain at the current rate.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9N(3) be authorized.

11-569 AGENDA ITEM 90(1) – WATER RESOURCES

Agenda Subject: “Approve First Amendment to the Interlocal Agreement among the Western Regional Water Commission, the Truckee Meadows Water Authority (TMWA) and Washoe County for reimbursement of certain expenses incurred in evaluating and implementing recommendations regarding integration/consolidation of the County’s Department of Water Resources and TMWA; and if approved, authorize Chairman to execute the First Amendment. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(1) be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

11-570 AGENDA ITEM 90(2) – WATER RESOURCES

Agenda Subject: “Approve Water Rights Deed transferring 15.84 acre-feet of water rights from Washoe County to Syncon Homes; and if approved, authorize Chairman to execute same. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(2) be approved, authorized and executed.

11-571 AGENDA ITEM 90(3) – WATER RESOURCES

Agenda Subject: “Approve Interlocal Agreement for Operation and Maintenance of Water Facilities between Washoe County and the South Truckee Meadows General Improvement District; and if approved, authorize Chairman to execute same. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(3) be approved, authorized and executed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 33 and 34.

11-572 AGENDA ITEM 15 - PURCHASING

Agenda Subject: “Recommendation to award Washoe County Request For Proposals No. 2788-11 for Video Broadcasting and Production Services to G3 Productions LLC, 550 N McCarran Boulevard, Sparks [estimated annual amount \$124,023] for the period July 1, 2011 through June 30, 2012; and if awarded, authorize Purchasing and Contracts Manager to execute an agreement for the initial term with two single year renewal options. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 15 be awarded, authorized and executed.

11-573 AGENDA ITEM 16 - SHERIFF

Agenda Subject: “Recommendation to approve sole source purchases for two Open Vision LT C-arm Video X-Ray System-Model OVLTS from Envision [\$113,492 (\$56,746 each) - to be purchased utilizing Federal Fiscal Year 2010 Department of Homeland Security State Homeland Security Program grant funding]. (All Commission Districts.)”

There was no public comment on this item.

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

11-574 AGENDA ITEM 17 - FINANCE

Agenda Subject: “Recommendation to approve General Fund Contingency Transfer to the Accrued Benefits account in the General Fund in the amount necessary to cover all accrued benefit payout expenditures for the Fiscal Year 2010/11; and if approved, direct Finance to make appropriate budget adjustments prior to June 30, 2011 [anticipated need approximately \$337,650]. (All Commission Districts.)”

There was no public comment on this item.

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

11-575 AGENDA ITEM 18 – SENIOR SERVICES

Agenda Subject: “Recommendation to acknowledge staff report on Foreclosure Prevention Programs, authorize transfer of \$90,000 in contingency funds to cover unreimbursed expenses related to Foreclosure Prevention Programs, rescind the \$63,500 contingency funds allocated January 11, 2011 to cover unreimbursed expenses for the Hardest Hit Program and possible direction to staff on future of the program; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

11-576 AGENDA ITEM 19 – FINANCE/RISK MANAGEMENT

Agenda Subject: “Recommendation to authorize the Finance Director, as the Acting Risk Manager, to renew the Excess Workers’ Compensation Insurance Policy with Midwest Employers Casualty Insurance Company for one year at a premium of \$157,110 and renew the Property Insurance Policy with Affiliated FM Insurance Company for one year at a premium of \$339,949, which includes an engineering fee of \$14,306, funding from the Risk Management Fund source. (All Commission Districts.)”

There was no public comment on this item.

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

11-577 AGENDA ITEM 20 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the 2011 Incline Village Pedestrian/Bike Path Overlay project to the lowest, responsive and responsible bidder (staff recommends Herback General Engineering LLC) [\$271,443 Base Bid + 2 Alternates-funding source-Tahoe Regional Planning Agency, Air Quality Mitigation Grant Funds]; and if awarded, authorize Chairman to execute contract documents. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 20 be awarded, authorized and executed.

11-578 AGENDA ITEM 21 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the Lemmon Drive CMAQ Pedestrian Path Project to the lowest, responsive and responsible bidder (staff recommends A & K Earth Movers) [\$842,248 - funding source-Congestion Mitigation and Air Quality (CMAQ) with a 5% in-kind match]; and if awarded, authorize Chairman to execute contract documents. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 21 be awarded, authorized and executed.

11-579 AGENDA ITEM 22 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the Building C Main Distribution Facility Heating, Ventilating and Air Conditioning (HVAC) Upgrades project to the lowest, responsive, responsible bidder (staff recommends Applied Mechanical, Inc.) [\$299,624 - Funding Source Capital Improvement Fund]; and if approved, authorize Chairman to execute contract documents. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 22 be awarded, authorized and executed.

11-580 AGENDA ITEM 23 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve payment of the annual \$250,596 interlocal agreement fees (General Fund) for Washoe County’s participation in the Truckee Meadows Regional Planning Agency to cover Fiscal Year July 1, 2011 to June 30, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin voting “no,” it was ordered that Agenda Item 23 be approved.

11-581 AGENDA ITEM 24 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to reappoint Jim Brunson and James T. Georges as At-Large (District 5) members to June 30, 2013; and possibly appoint or reappoint individual(s) as an At-Large (District 5) member and/or an At-Large Secondary (District 3) Alternate to June 30, 2013, and/or an At-Large (District 3) member and/or At-Large Primary (District 5) Alternate to June 30, 2012, on the Sun Valley Citizen Advisory Board. (Commission Districts 3 and 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Jim Brunson and James T. Georges be reappointed as At-Large District 5 members with terms ending June 30, 2013, Lisa Luengo be appointed as an At-Large Alternate from District 5 with a term ending June 30, 2012, and Ralph Spain be appointed as an At-Large member from District 3 with a term ending June 30, 2013 on the Sun Valley Citizen Advisory Board.

11-582 AGENDA ITEM 25 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to reappoint and/or appoint individual(s) as At-Large member(s) and possibly appoint an individual as an At-Large Alternate to June 30, 2013, and possibly appoint an individual to fill an unexpired term as an At-Large member to June 30, 2012, on the Spanish Springs Citizen Advisory Board. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Kevin Rooke, Joe DuRousseau, Lee Layton and Michael Salerno be appointed as At-Large members and Loretta Nawojoski be appointed as an At-Large Alternate with terms ending June 30, 2013, and Jonathan Reynolds be appointed to fill an unexpired term as an At-Large member for the Spanish Springs Citizen Advisory Board with a term ending June 30, 2012.

11-583 AGENDA ITEM 26 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to reappoint and/or appoint individual(s) as At-Large member(s) to June 30, 2013, and possibly appoint an individual to fill an unexpired term as an At-Large Alternate to June 30, 2012 on the Warm Springs Citizen Advisory Board. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Jeanne Herman, Bob White and Jeff Wiggins be reappointed as At-Large members with terms ending June 30, 2013 and

Joann Phillips be appointed as an At-Large Alternate to fill an unexpired term with a term ending June 30, 2012 on the Warm Springs Citizen Advisory Board.

11-584 AGENDA ITEM 33 - MANAGER

Agenda Subject: “Recommendation to approve an Employment Agreement between Ellen G. I. Clark, M.D. and the County of Washoe to serve as the Coroner and Chief Medical Examiner effective July 1, 2011 at an annual salary of \$220,000 with a \$58,912.18 one-time payment for services rendered during the term of the previous contract; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”

Katy Simon, County Manager, indicated that the amount had been revised for the one-time payment of services and was now \$26,568.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 33 be approved, authorized and executed.

11-585 AGENDA ITEM 34 - MANAGER

Agenda Subject: “Recommendation to approve Agreement for Appointed Counsel Administrator Services between Robert Bell, Esq. and the County of Washoe for one year effective July 1, 2011 [not to exceed \$147,450] with the option to renew for two additional one-year terms, pursuant to the Model Court Plan of the Second Judicial District filed with the Supreme Court under ADKT No. 411; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 34 be approved, authorized and executed.

11:20 p.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

1:00 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

1:18 p.m. On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that the SFPD meeting recess to a closed session for the purpose of discussing negotiations with Employee

Organizations per NRS 288.220. It was noted that the SFPD meeting would adjourn from the closed session.

2:40 p.m. The Board returned and reconvened as the Board of County Commissioners with Commissioner Humke absent.

11-586 AGENDA ITEM 12 - APPEARANCE

Agenda Subject: “Daniel Burk, Registrar of Voters. Presentation regarding Registrar of Voters Department election preparations for the 2011 Special Election. (All Commission Districts.)”

Dan Burk, Registrar of Voters, explained that there was a vacancy in the Second Congressional Seat to be filled for the remainder of the current term. Both the U.S. Constitution and Nevada law required that a Congressional vacancy be filled through the conduct of an election. Consequently, Governor Brian Sandoval established September 13, 2011 as the date for a Special Election.

Mr. Burk conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the consolidation of Election Day Polling Places, the reduced number of early voting locations and hours, and the savings for printing the ballots in-house.

In the past, Commissioner Weber said the Board was proponents of early voting and supplying a number of early voting locations. She asked if the High Schools could be used as voting locations since they were centrally located. Mr. Burk said that approach was called “Vote Center Voting on Election Day,” but the State of Nevada required a written roster with a signature for every voter. He explained that a statutory change would be needed to omit the rosters. Commissioner Weber felt there were too many voting locations on Election Day.

Commissioner Jung commented if the Vote Center suggestion were pursued, she would request a report on how the voter turnout changed in the communities using Vote Centers. She requested an updated list of polling locations.

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

11-587 AGENDA ITEM 13 – MANAGER/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Discussion and possible direction to staff regarding the Washoe County Human Services Consortium process for Fiscal Year 2011/12. (All Commission Districts.)”

Gabrielle Enfield, Community Support Administrator, said that Washoe County participates in the Washoe County Human Services Consortium (WCHSC)

process along with the City of Reno and the City of Sparks. Due to the significant decline in the amount of funding distributed by the Consortium and the amount of staff time necessary to conduct the process, alternatives to the current process were investigated during the past several months. The investigation and efforts to reach a consensus made it necessary that the grant-making process for the next fiscal year would be delayed and eventually cancelled. Ms. Enfield indicated that the governing bodies of the Cities of Reno and Sparks approved the following action regarding the Consortium grants for next fiscal year.

The City of Reno approved the following:

- Allocate public service funds by pro-rating funding to all current sub-grantees if the City of Sparks and/or the County allocated resources, or to the City of Reno sub-grantees if only the City funds were available.

The City of Sparks approved the following recommendation:

- For Fiscal Year 2011/12, the City of Sparks would continue to participate in the Human Consortium process, provided that the City of Reno also chose to continue. Since the allocation process should have begun in November 2010, staff also recommended the renewal of existing agreements with Fiscal Year 2010/11 grantees with each grantee receiving a pro-rata share of the final total funding pool. Finally, staff recommended that the Council allocate general funds for the WCHSC and redirect Fiscal Year 2011/12 Community Development Block Grant (CDBG) funding to another CDBG eligible activity, such as the City's support for the Community Assistant Center.

Ms. Enfield indicated that the current County budget included \$110,979 for the Consortium and added there were two possible options available to the County regarding the Human Services Consortium process for Fiscal Year 2011/12: **Option 1:** Continuation of the Consortium grants for Fiscal Year 2011/12 without conducting a new grant-making process by extending the current year awards for an additional year and allocating funding to all current grantees on a pro-rated basis; **Option 2:** Decline to participate in the Consortium for Fiscal Year 2011/12 and reallocate the funding to other priorities.

Commissioner Jung stated this was a small amount of money with a large number of reporting requirements because the Cities included CDBG funds, which required a great deal of paperwork. She asked if taking the County's share to the Nevada Community Foundation was being researched. Ms. Enfield replied the three jurisdictions investigated several options; however, in using the Community Foundation, the funds would have to be granted first to the Community Foundation who would then grant those funds to organizations. Due to the distribution of funds and the amount of staff time consumed, Commissioner Jung said tax dollars were being wasted and made the process difficult for individuals to apply for the grants. Ms. Enfield indicated the vast majority of staff time for the next Fiscal Year would be involved in the grant-making process. She noted that Option 1 suggested the funds be granted to the current grantees for a second year.

Commissioner Jung stated that it made sense to continue, and moved to have a process in place for the contingency, the next steps and the best use of these funds. Commissioner Larkin seconded the motion.

Commissioner Larkin said there may be some duplication of program funding occurring at the Family Resource Center. Ms. Enfield stated that she would review the programs with the Family Resource Center to see if there was any duplication. Commissioner Larkin also questioned the funding for Washoe Legal Services (WLS). Ms. Enfield confirmed that WLS was funded for the current Fiscal Year.

Katy Simon, County Manager, explained that the County had contracts with WLS, but those funds were for administrative services and the general operation of the non-profit entity. She clarified that the funds for the Family Resource Center came from the Cities of Reno and Sparks. Ms. Enfield clarified that the City of Sparks funded WLS for a separate program that they provide and the City of Reno funded the Family Resource Center. Commissioner Larkin commented that the organizations were counting on these funds and were within their existing budgets; however, without a specific proposal suggested this not be funded next year.

There was no public comment on this item.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Humke absent.

11-588 AGENDA ITEM 14 – COMMUNITY RELATIONS

Agenda Subject: “Presentation, discussion and possible approval of two policies applicable to County employees regarding social media: 1) Social Media Use for Official County Business Policy; and, 2) Washoe County Internet and Intranet Acceptable Use Policy (updated to include the Social Media Use for Official County Business Policy). (All Commission Districts.)”

Kathy Carter, Community Relations Director, presented recommendations for two County policies governing the use of social media, both official County business as well as by individual employees during work hours. She reviewed the following recommendations:

- **The Social Media Use for Official County Business Policy.** This policy was developed with input from the Internet Working Group, comprised of employees responsible for their respective department’s web presence, the District Attorney’s Office, Community Relations, Technology Services and the County Manager. The policy addressed approval for social media tools, grants of access, restrictions on use and the applicability of other policies. The proposed policy was approved by a majority vote of the Information Technology Standards Committee (ITSC) and the Information Technology Advisory Committee (ITAC).

- **The Washoe County Internet and Intranet Acceptable Use Policy.** This existing policy was originally approved by the County Commission on September 24, 1996, and is read and signed by every employee. The policy had been updated to reflect the new Social Media Use for Official County Business Policy with the addition of one sentence under the Prohibited Uses section, “*Creating any social networking presence or content creation and distribution that violates the Washoe County Social Media Use Policy.*”

Commissioner Larkin inquired what the District Attorney’s stance was for the above policies. Paul Lipparelli, Legal Counsel, said there was advice on three broad categories: the Public Records Law; the First Amendment; and, other liabilities. Since there were items that needed to be outlined that would constitute legal advice, and not be in the best interest of the County to broadcast widely, he suggested that information be presented in an attorney/client meeting. Essentially, the importance of having systems in place would be outlined to catch the Public Records Law requirements, the First Amendment implications and other liabilities. Because it was a powerful tool of communication, the policy under consideration was a directive from the Board to the departments that if they did initiate Social Media usage, safeguards be compiled to standardize the passwords and the access to achieve a central point of control.

There was no public comment on this item.

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

11-589 AGENDA ITEM 27 – COMMUNITY DEVELOPMENT

Agenda Subject: “**Recommendation to appoint a Washoe County Planning Commissioner to the Regional Planning Commission for a term to commence July 1, 2011 and to expire July 1, 2014, or until a successor is appointed. (All Commission Districts).**”

Chairman Breternitz indicated that three members of the Washoe County Planning Commission had expressed an interest in being appointed to the Regional Planning Commission.

Commissioner Weber did not recall the Board ever appointing a member to the Regional Planning Commission. Katy Simon, County Manager, explained this had last occurred on July 1, 2008 and noted that Planning Commissioner Roger Edwards was appointed by the County Commission for a three-year term.

Kim Robinson, Planning Manager, indicated that the Board had appointed the Regional Planning Commission member and confirmed that there were three individuals who expressed interest in being appointed to that Commission.

Commissioner Weber asked who currently served on the Regional Planning Commission. Ms. Robinson replied Planning Commissioner's Edwards, Hibdin and VanderWell currently served on that Commission.

Commissioner Larkin asked if any of the candidates had served on the Regional Planning Commission in the past. Ms. Robinson replied the candidates had not previously served on the Regional Planning Commission.

Commissioner Jung said this was difficult because the candidates' districts were not listed nor were any resumes or applications included with the staff report. She needed more information before making a decision.

Commissioner Larkin recalled that in 2008 the Planning Commission made a recommendation to the Board. Ms. Robinson said staff could return with additional information about the three candidates. Chairman Breternitz also suggested the Planning Commission make a recommendation for an appointment.

Ms. Simon asked for clarification on when the Regional Planning Commission's meeting was scheduled and, if there was an opportunity for the Board to extend Planning Commissioner Edwards term until another member was chosen. Ms. Robinson replied that the next meeting was scheduled during the month of July and the County would want a third member present. Ms. Simon indicated that sequencing a County Commission meeting and a Board confirmation before the next Regional Planning Commission meeting may be difficult.

Chairman Breternitz felt that the process should be completed correctly and suggested extending the current term. Paul Lipparelli, Legal Counsel, explained that the agenda indicated a term would be appointed from July 1, 2011 to July 1, 2014 and felt an interim appointment could be made within the contemplation of the agenda.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that an interim extension be approved for Roger Edwards, (current Planning Commissioner) appointed to the Regional Planning Commission until the Board could make a decision based on the applicants information and a Washoe County Planning Commission recommendation.

11-590 AGENDA ITEM 28 -FINANCE

Agenda Subject: "Recommendation that the Board of County Commissioners approve and execute an Ordinance authorizing the issuance of the Washoe County, Nevada, General Obligation (limited tax) Park and Library Refunding Bonds, Series 2011A in the maximum principal amount of \$17,500,000; specifying the terms and conditions of such bonds and their form; providing for the levy and collection of an annual ad valorem tax for the payment of the bonds; repealing Ordinance No.

1392 adopted on February 24, 2009; providing for adoption as if an emergency exists and providing other details in connection therewith. (All Commission Districts.)”

Amy Harvey, County Clerk, read the title for Ordinance No. 1465, Bill No. 1647.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, Chairman Breternitz ordered that Ordinance No. 1465, Bill No. 1647, entitled, **"AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE WASHOE COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) PARK AND LIBRARY REFUNDING BONDS, SERIES 2011A IN THE MAXIMUM PRINCIPAL AMOUNT OF \$17,500,000; SPECIFYING THE TERMS AND CONDITIONS OF SUCH BONDS AND THEIR FORM; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; REPEALING ORDINANCE NO. 1392 ADOPTED ON FEBRUARY 24, 2009; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH,"** be approved, adopted and published in accordance with NRS 244.100.

11-591 AGENDA ITEM 29 - FINANCE

Agenda Subject: “Recommendation that the Board of County Commissioners approve and execute an Ordinance authorizing the issuance of the “Washoe County, Nevada, General Obligation (limited tax) Building Refunding Bonds (additionally secured by pledged revenues), Series 2011B,” in the maximum principal amount of \$12,900,000, for the purpose of refunding certain outstanding bonds secured by consolidated tax pledged revenues; providing the form, terms and conditions of the bonds and other details in connection therewith; repealing Ordinance No. 1405 adopted on May 12, 2009; and adopting this Ordinance as if an emergency now exists (Jan Evans Juvenile Justice Facility and the Incline Village Maintenance Facility). (All Commission Districts.)”

Amy Harvey, County Clerk, read the title for Ordinance No. 1466, Bill No. 1648.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, Chairman Breternitz ordered that Ordinance No. 1466, Bill No. 1648, entitled, **"AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE “WASHOE COUNTY, NEVADA GENERAL OBLIGATION (LIMITED TAX) BUILDING REFUNDING BONDS**

(ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2011B” IN THE MAXIMUM PRINCIPAL AMOUNT OF \$12,900,000, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS SECURED BY CONSOLIDATED TAX PLEDGED REVENUES; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; REPEALING ORDINANCE NO. 1405 ADOPTED ON MAY 12, 2009; AND ADOPTING THIS ORDINANCE AS IF AN EMERGENCY NOW EXISTS," be approved, adopted and published in accordance with NRS 244.100.

11-592 AGENDA ITEM 30 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve an Interlocal Contract between Public Agencies (State of Nevada through Department of Health and Human Services, Division of Health Care Financing and Policy and the County of Washoe) for the Disproportionate Share Program July 1, 2011 through June 30, 2013 [\$1.5 million]; and if approved, authorize Chairman to execute Interlocal Contract for same. (All Commission Districts).”

Kevin Schiller, Social Services Director, explained that the Intergovernmental Transfer Program allowed the County to benefit from the Medicaid Program known as the Disproportionate Share Program (DSH). Under this program the Nevada Medicaid Program received federal funds, which were allocated to the hospital providers that served a disproportionate share of Medicaid patients. Renown Medical Center was the only northern Nevada hospital provider that was eligible to receive DSH payments. Mr. Schiller said that the Intergovernmental Transfer Program had been in its current form since 2001 when the State Legislature passed AB 377. Pursuant to AB 377, the County was required to transfer \$1.5 million to the State Medicaid Program each year of the biennium, which served as matching funds for the DSH Program. The County’s participation enabled Renown Medical Center to receive \$4.8 million in DSH funding. In return, Washoe County was held harmless for Renown Medical Center indigent inpatient hospital bills for each year of the biennium.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 30 be approved, authorized and executed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

11-593 AGENDA ITEM 31 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Amendment No. 3 to the Cooperative Agreement for Services Related to the Operation of the Homeless Community Assistance Center between the City of Reno, the City of Sparks and the County of Washoe for the provision of homeless services at the Community

Assistance Center for a period of up to 60 days to extend contracts for shelter operations pending the selection of a vendor through the Request for Proposal #2774-11 [\$1,174,581 estimated amount for Fiscal Year 2011/12]; and if approved, authorize Chairman to execute Amendment No. 3. (All Commission Districts.)”

Katy Simon, County Manager, explained because the contract would expire on June 30, 2011, staff wanted to ensure a seamless continuation of services. She explained the amendment would extend the current contract and extend the City of Reno as the lead agency for this 60 day period.

Commissioner Weber asked if there was an opportunity to change the extension from 60 days to 90 days. Paul Lipparelli, Legal Counsel, indicated that the agenda noticed a 60 day extension. He explained that 60 days could be approved now and, if needed, an additional 60 days approved later.

In response to Commissioner Larkin, Ms. Simon explained that this amendment had already been approved by the City of Sparks and was scheduled to go before the Reno City Council on June 29, 2011. Commissioner Larkin said the City of Reno had accepted the lead agency status for the past three years, but because the County supplied the bulk of the money into the program, the County would be assuming the lead agency status at some point and asked what the plan was to continue. Ms. Simon replied the County would be the lead agency when a new contract was issued. Because the County contributed over \$1 million, it had been the agreement of elected officials that the County would takeover as the lead agency. However, the status quo needed to be maintained for 60 days because the Request for Proposal (RFP) process had not been completed before the expiration date. Commissioner Larkin felt that the purpose of the lead agency was to facilitate the contractor and shift the burden to the contractor, not have the lead agency provide the administration of the Homeless Assistance Center. He felt that no progress was being made. Ms. Simon explained there was a good opportunity for the Social Services System Management to occur with the Homeless Shelter and the Community Assistance Center campus being an integral part of the Social Service system. This was a \$1.2 million contribution by the County, but the entire Social Services budget for the County was approximately \$30 million. She said the ultimate outcome was to have a contractor operate the Shelter, not the government, and that was what the RFP would accomplish. The intent of the extension was to cover the provision of services for up to 60 days. Commissioner Larkin stated he understood; however, there was not an Interlocal Agreement to initiate the County becoming the lead agency. Ms. Simon indicated that the Cooperative Agreement in place did reference the County being responsible for the RFP and contract administration. By extending the contract for 60 days, Commissioner Larkin said it placed the City of Reno in the elite agency status. Ms. Simon stated that was correct. She said the lead agency responsibilities were spelled out in the existing Cooperative Agreement, but that did not mean that the lead agency made all the decisions.

Commissioner Jung inquired about the status of the Cooperative Agreement and the recommended changes. Kevin Schiller, Social Services Director,

replied during a joint meeting, a strategic planning process was recommended to address several issues. He estimated that staff had met approximately eight times to discuss those concerns and issues. He said a key issue was the building, in regard to ownership and oversight, which created some conflict as to how it would be managed. It was decided that the County would move forward in the process as the lead agency and ensure there was an extension in place. This would allow staff the opportunity to go before their respective Board's or Council's to discuss who would be the lead entity and how that would be negotiated before the decision was made on the contractor.

Commissioner Jung said the staff from the City of Reno claimed to not have met to discuss the Interlocal Agreement or any amendments or changes.

3:57 p.m. Commissioner Humke returned.

Commissioner Weber disclosed that she met with different individuals concerning this issue. She noted there was a claim from City of Reno staff that Mr. Schiller had not been involved personally in these discussions, but that County staff was involved and/or an appointed person by Mr. Schiller was present for those discussions. Mr. Schiller confirmed that he was present for the strategic planning meetings, specific to Board direction. He noted there were provider and director meetings, which addressed day-to-day operations and issues specific to the Shelter, and said staff was dedicated to attend both of those meetings. He confirmed that staff was in attendance.

Commissioner Larkin said the meetings in question were the co-operator coordination meetings held between all of the co-operators and the stakeholders. Mr. Schiller stated staff and a supervisor attended those meetings.

There was no public comment on this item.

Commissioner Larkin was not pleased with this procedure which showed a lack of coordination between the governments. He said the Board and the Council's were elected and felt it was up to the elected officials to solve these issues.

3:57 p.m. Commissioner Jung temporarily left the meeting.

Chairman Breternitz said it had been agreed upon to have that governance vetted in the Shared Services Committee meetings. However, he felt that governance should be in proportion to the amount of money contributed to support the entity.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Jung temporarily absent, it was ordered that Agenda Item 31 be approved, authorized and executed.

Agenda Subject: “Review recommendation to award Request for Proposal No. 2774-11 for the operation and management of the Community Assistance Center Shelter to the most responsive and responsible bidder and possible action to award bid, following hearings of appeals of Purchasing Division’s written responses to protests of such recommendation, if any; and if awarded authorize Chairman to sign the new agreement when presented for a two-year initial term, with a single year renewal option [revised estimated amount \$1,198,267 for Fiscal Year 2011/12]. (All Commission Districts.) Continued from June 14, 2011 Commission meeting.”

4:03 p.m. Commissioner Jung returned to the meeting.

Mike Sullens, Purchasing and Contract Manager, said the agreement with the current provider was set to expire on June 30, 2011. The County, in conjunction with the City of Sparks and the City of Reno, released a Request for Proposal (RFP) for a Community Assistance Shelter operator on March 21, 2011. He said sealed bids were opened in the County Purchasing Office on April 15, 2011 with proposals received from the following agencies:

- Catholic Charities of Northern Nevada
- Volunteers of America
- Westcare Nevada, Inc.

Mr. Sullens confirmed that the proposals were reviewed by a multi-jurisdictional evaluation team comprised of representatives from the County, the Cities of Reno and Sparks and the Reno Area Alliance for the Homeless. All three of the proposers were considered based on the strength of their RFP responses, interviews, and reference/letter of recommendation checks to establish an overall ranking order. He said the Evaluation Committee met to discuss each of the proposers strengths and weaknesses, review the RFP scoring, and to vote for their top choice for the operation and provision of homeless services at the Community Assistance Center. While not unanimous, the majority of the Evaluation Committee recommended Catholic Charities of Northern Nevada to operate and provide homeless services at the Community Assistance Center. He said a protest letter was filed by the Volunteers of America appealing the recommendation of the Evaluation Committee. Mr. Sullens indicated that the Purchasing Department agreed with the recommendation from the Multi-jurisdictional Evaluation Committee and, after review of the RFP process, the Purchasing Office and the District Attorney’s Office found no reason that the protest from the Volunteers of America should alter the recommendation of the Evaluation Committee.

Katy Simon, County Manager, stated that the County had received a letter from Reno Mayor Robert Cashell, which was placed on file with the Clerk. The letter respectfully requested that this item be continued until there was a resolution to concerns regarding the RFP process. In her reply, she noted that she was unaware of any reluctance by the County to take the lead agency role during the contract period. She conveyed that

the County was very interested in being the lead agency and that the RFP process was in fulfillment of the direction by the joint bodies to find an operator. She said the discussions of the governing bodies did not contemplate that the lead agency had to be established before a contract could be awarded.

Kevin Schiller, Social Services Director, said several questions arose during the June 14, 2011 Commission meeting. In response to the concerns centered on the inexperience of Catholic Charities, he indicated that their parent company, Catholic Charities USA, operated 200 homeless shelters nation-wide and that Catholic Charities of Northern Nevada had been in the community for approximately 70 years providing services to families, adults and citizens specific to experiencing homelessness. In their experience they housed clients in the current Transitional Housing Program managed by the Social Services Department. He said in the process the Evaluation Committee did not disqualify Catholic Charities based on a review of their experience, and he emphasized this was the first RFP for the Community Assistance Center. He noted that the current contractor, Volunteers of America, had experience on a national level, but had never before operated a shelter in northern Nevada.

Mr. Schiller stated references were another area of concern. He said that Catholic Charities provided two references, and were scored based on letters of support specific to the community and the collaboration with the community. He noted that Catholic Charities was operating a related facility, St. Vincent's Temporary Housing Program. After review of the staffing plan, Mr. Schiller felt it would be beneficial to retain current staffing patterns that had proven to be effective. He indicated that Catholic Charities could not develop a fully crafted staffing plan until after the contract was awarded specific to the funding. However, they did provide a transportation plan, which would reduce their transportation needs and also provided a plan that offered a shuttle service for the overflow winter shelter. Mr. Schiller indicated that the Social Services staff currently working at the shelter spoke positively of the operation of the shelter and worked collaboratively with Volunteers of America. He emphasized there had been transparency with the Cities of Reno and Sparks in developing the process before it was ever released.

Commissioner Jung inquired on the number of clients involved within the Transitional Housing Program. Mr. Schiller replied there were currently 35 clients in that program and the Community Assistance Center could serve about 250 clients. Commissioner Jung asked if Catholic Charities had experience providing 24 hour service to 35 clients. Mr. Schiller confirmed that to be true. Commissioner Jung questioned the capacity of Catholic Charities contributing additional funds, such as fundraising abilities. Mr. Schiller commented that a recent donation of \$50,000 was received for the Transitional Housing Program with the goal to transition that program into a non-profit entity.

Commissioner Jung noticed that the letters of support for Catholic Charities were reviewed and asked if the RFP process was more interested in vendor support versus letters of recommendations. Ken Retterath, Adult Services Division

Director, explained two references needed to be provided in the RFP where the proposer had operated shelters. In reviewing the references provided by the proposers and the letters of support, it was determined that the letters of support proved to be a more useful tool in determining how the agencies operated in a community. He said the letters were divided into two groups: those from agencies with direct daily contact with the proposers; and, those agencies that had peripheral involvement with the proposers. Then, three letters were selected randomly from the agencies that had direct daily contact with the proposers and asked each of those agencies the same questions. The final results were tallied and provided to the Evaluation Committee to assist in their discussions. Commissioner Jung remarked that the community vendors supported Catholic Charities over the Volunteers of America. Mr. Retterath stated that was correct, but noted all the reviews were favorable.

In response to the call for public comment, Richard Hill spoke on behalf of Volunteers of America. He questioned why County staff would recommend to the Board an operator without experience or funds. He stated this RFP would not result in a binding agreement and would be a void contract. He referenced a case from Clark County where the Nevada Supreme Court concluded that a contract was void if it materially differed from the contents of the invitation to bid. Mr. Hill said this RFP was for two years at a fixed rate, but the recommended proposal was for one year, which was materially different making the contract unenforceable.

Father George Wolf said he was a member of the Board of Directors of Catholic Charities of Northern Nevada. He explained that the Director was sent to visit other cities and to review Catholic Charities who ran similar operations. He requested the Board accept the vote by the Evaluation Committee and award the RFP to Catholic Charities of Northern Nevada.

Brigid Pierce, Catholic Charities of Northern Nevada Board of Directors President, explained where the campus was located and that executive offices were within that facility. She said six of the eight programs were housed on that campus, such as the St. Vincent's Food Pantry, which distributed approximately 80 percent of the distributed food through food pantries in northern Nevada. The number of individuals who received food had grown dramatically within the past few years from 9,000 per month to 25,000 citizens per month and meals were also provided to about 600 citizens per week in the St. Vincent's Dining Room.

Ross Barker, Catholic Charities of Northern Nevada Board of Directors Secretary, explained that he was an owner of a non-profit organization that assisted other non-profit organizations with online donation request websites. Currently, his organization was working with Education Alliance to provide a public donation site for the Washoe County School District. He indicated that a donation website was established for St. Vincent's, which generated \$30,000 in the first month.

Peter Vogel, Executive Director of Catholic Charities of Northern Nevada, stated that Catholic Charities programs in the last 12 months primarily targeted homeless

individuals and gave back \$2.6 million of free services to the homeless community. He said the Board of Directors was very supportive of this endeavor and felt that the Evaluation Committee voted in favor of Catholic Charities for a variety of different reasons, such as diligently working on partnerships and collaboration. Mr. Vogel indicated that the Directors visited several of the Catholic Charities in other cities to research homeless operations.

Michael Malloy, Director of Case Management for Samaritan House, a Division of Catholic Charities in Denver, Colorado, said the Catholic Charities in Denver had over 25 years experience in providing services to the homeless community. He stated that many of the affected populations included veterans, single men and women, the elderly, and families. Each facility offered programs focusing on helping people maintain housing and income. He explained there was a history of working with outside agencies and sister agencies in regard to implementing shelter services in communities. Mr. Malloy explained that his organization was working with Catholic Charities of Northern Nevada to provide training, on-site and at the shelters, as well as collaboration on any policy procedure issues and administrative issues.

Mary Anne Decaria said that Catholic Charities had expanded their partnering with various agencies that provided services for the citizens in need. She said that Catholic Charities wanted to establish partnering relationships with the various entities to expand their distribution of services.

Ray Trevino, St. Vincent's Dining Room Manager, indicated that St. Vincent's had partnered with other groups to use the Dining Room in accordance with specific needs. By networking and partnering, more consistency could be developed for individuals to receive an adequate meal on a set schedule. He confirmed that all the groups who provided meals at the locations had food handler cards. Mr. Trevino stated that Catholic Charities was worthy of serving the public.

Amy Roukie, Community Triage Center Operator, WestCare Nevada, said that WestCare was the third respondent to the RFP. She offered her support for the recommendation that Catholic Charities of Northern Nevada be awarded the bid for the Shelter.

Bart Mowry, Catholic Charities of Northern Nevada Treasurer, encouraged the Board to consult with staff to receive more details about the many programs offered. He said the goal was to separate people who wanted to be helped, wanted to be off the streets and wanted to develop life skills.

Leo McFarland, Volunteers of America President, spoke on the fund-raising challenges facing the City of Reno in regard to the Shelter. He commended County staff for working well with their staff. He noted during winter nights the total count could reach as high as 400 individuals using the facilities. He addressed the two professional references submitted by Volunteers of America that represented seven various contracts and totaled \$12 million annually in program services. Mr. McFarland

stated that each night Volunteers of America housed more than 1,800 people and the programs were a key component to their programs. He reviewed their fund raising activities and noted they had raised over \$140,000 to provide direct support service to date.

Sandy Isham, Development and Community Relations Officer for Volunteers of America, said her office was located within the Family Shelter building and, in the last 10 months, had given countless tours of the campus, had five grants funded and raised more than \$100,000 for the shelter programs. She said they had partnered with a long list of community groups, including the University of Nevada, Reno (UNR), Reno Rotary, Economic Development Authority of Western Nevada (EDAWN), United Way, Girl Scouts, Sisters of Mt. Carmel and the Local Interfaith Network. The goal was to make the shelters and campus a priority project for the community and enhance the experience of the individuals they served in order to provide creative ways for those individuals to contribute and stimulate dialogue on homelessness to break the cycle of poverty. Ms. Isham explained the "Homeless Not Helpless" campaign to raise funding and create a long-term endowment for homeless services at the campus. She said the Community Assistance Center was unique and no other campus in the country brought together as many distinct agencies or number of services. She said the Volunteers of America were ready to make the Community Assistance Center a national model that set the standard for lifting people out of poverty and into a more hopeful and productive future.

Rachelle Pellissier, Restart Executive Director and Vice President of Northern Nevada Region of Volunteers of America, explained ReStart was the largest grantee from Housing and Urban Development (HUD) and provided permanent supportive housing in the region. She said they collaborate with the County to provide services to keep 120 people housed every month. She said that ReStart had collaborated with every provider of homeless services including Volunteers of America and Catholic Charities for many years to help build the Community Assistance Center. Ms. Pellissier said that ReStart and the Volunteers of America had the experience and the professional staff needed to provide the vital services to the clients at the shelters. Through collaboration and hard work the Volunteers of America had built programs from the ground up and had begun to raise funds for the entire campus.

Crystal Aubert said she was a resident of the shelter and spoke on behalf of the Volunteers of America. She had enjoyed benefits from all the programs offered at the shelter and felt that their staff was a part of her family.

Amy Harvey, County Clerk, read a statement into the record from Sandra Bountis who was in support of the Volunteers of America continuing the contract.

Commissioner Larkin thanked the Volunteers of America and Catholic Charities and remarked that this community had a wealth of delivery for compassion. He proposed that for the next two years the City of Reno work to transition the long-term operation and management to a qualified non-profit organization. He encouraged the

County and the City of Reno to take the next 60 days and arrive at a plan. He stated these were two excellent community organizations that should not be placed in a competition. Commissioner Larkin suggested the County and the City take the leadership and arrive with a proposal at the end of 60 days with a detailed description to maneuver to a non-profit entity. He said these organizations were being disadvantaged by throwing this out there and saying “fix-it.” He challenged staff, collaboratively or separately, over the course of the next year to devise a plan to move toward long-term operations and management to a qualified non-profit.

Commissioner Humke said the attachment included the bid documents, the time frame for the RFP and the bid response. Mr. Sullens said that was correct and confirmed that all bids were received in a timely manner. Commissioner Humke asked for the names of the six Evaluation Committee members. Mr. Retterath reiterated the names of the individuals who were on the Evaluation Committee, their experience and reviewed the voting process. Commissioner Humke inquired who previously performed the RFP. Mr. Retterath believed that the City of Reno conducted the RFP in the past.

Chairman Breternitz asked if the RFP was a valid process and, based on the recommendation, could the Board take action. Mr. Lipparelli replied that the Board would be the “Finder of Facts” and could decide whether the process was fair. He explained this was not an RFP for low bid, but was a quest for an organization to provide professional services. As such, the Board held more discretion in deciding which bidder was the most qualified and which mandate to follow in regard to the RFP process. If the Board had been satisfied with the testimony given that the process was fair in its inception, was fairly followed and, the entire examination process was vetted, once the protest was disposed under the terms of the RFP the Board had the authority to award the contract. However, given the uncertainties for the expectations of the three involved entities, awarding a contract could complicate that friction.

Commissioner Weber remarked that there were three organizations that could perform the tasks and believed this should be a collaborative effort. Mr. Schiller agreed and viewed this process as creating efficiencies to improve the lives of homeless individuals within the community. To achieve the non-profit takeover, Mr. Schiller said it would take the bottom line sustainability. If a decision were needed today, Commissioner Weber said she would support the RFP process and felt it was done correctly, but it was not fair to return and re-do the process.

Chairman Breternitz said it was not the Evaluation Committee’s proposal that placed this in a RFP structure; however, it was the County and the Cities of Reno and Sparks who decided upon the process. Chairman Breternitz said having two contractors could be difficult and stressed those difficulties.

Chairman Breternitz asked for clarification from Commissioner Larkin of the deliverables he was expecting with the 60 day delay. Commissioner Larkin stated the goal was to achieve a qualified non-profit organization to operate the Center, but part of the struggle was there was not an end vision. Mr. Schiller had opined the vision of where

the County wished to be, a non-profit organization to operate the shelter; however, the three governing bodies had to put this together. He challenged staff to put together a step-by-step plan for how the entities would arrive at long-term sustainability on a long-term basis.

As directed by the entities, Ms. Simon clarified a strategic plan had been developed and this execution of the RFP was a step in that process. A concern was the debate over who owned the building, which was a conversation she recently had with Mayor Cashell. Ms. Simon stated she was supportive of continuing this item and having the conversation about the building, but there may never be a consensus of what should occur with the RFP.

Commissioner Jung hoped that the County would not lose sight of those affected, the most vulnerable citizens of the community. She said there was some conflict about Catholic Charities because of a thrift store they owned and was concerned about the Good Sheppard Clothing Pantry. She questioned why Catholic Charities did not apply for this contract three years ago when Volunteers of America took a risk.

Commissioner Jung believed the County owned a great deal of deference and respect to Mayor Cashell who envisioned the Community Assistance Center. She was in favor of continuing the item, but felt there were underlying issues. She was still questioning the selection process and felt there was a conflict of interest with some of the members of the Evaluation Committee. Commissioner Jung disclosed that she attended a tour of the facility.

Commissioner Humke disclosed that he also attended a tour of the facility. He inquired about the public funds from the three entities. Mr. Schiller replied that Washoe County Social Services contributed \$1.1 million, in addition to three full-time employees. Ms. Simon estimated that the contribution was based on the percentage of assessed value total. She explained a penny county-wide was about \$1.2 million; a penny within the City of Reno equated to half of that figure, about \$300,000; and, the City of Sparks was about 25 percent of the \$1.2 million, or \$150,000. Commissioner Humke saw no justification for two private, non-profit organizations melding and/or performing one contract. He felt that the RFP process and the result should be preserved and suggested to move, in concept, the result of the RFP's recommendation.

Chairman Breternitz believed in the RFP process and presently would support the recommendations of the Committee. Although he still believed there would still be some complications if the contract was awarded. He supported the process to arrive at this junction, but preferred continuance for 60 days to see if the issues could be resolved.

Commissioner Weber remarked that the RFP process had been completed. She asked if there would be any legal ramifications should the Board confirm the process, requested organizations to compile data and expend funds and then for the Board to not take action. Mr. Lipparelli indicated there were three options available for the Board: 1)

the County reserve the right under Section 28 of the RFP to reject any and all of the responses; 2) if the Board awarded the contract to one of the three bidders, the protest from Volunteers of America would have to be disposed and then the bid could be awarded to Catholic Charities; or, 3) the Board could grant the appeal and award the contract to Volunteers of America, which was within the Board's discretion to accept or reject the recommendations of the staff process without any disrespect. He said the Board could continue for more information.

As discussed in other RFP's, Commissioner Weber said the process, although appealed, had been a tremendous amount and felt that this award should be granted and then move forward with the conversation.

Chairman Breternitz said he had a high regard for the RFP process and, based on the issuance, felt the Board had some obligations. He stated this was not a simple matter of either awarding or granting appeals. Therefore, without demeaning the process, he believed the Board could continue the item to see if some resolution would be found in terms of the structural issues that had been raised by the Cities of Reno and Sparks and, if there were any other creative solutions found that could be considered.

In response to a comment from Ms. Simon, Commissioner Larkin stated he was not referring to the strategic plan, he was referring to the operational plan and the total cost to run the operation since that had never been determined. He said that level of discussion should drive conclusions amongst the elected officials. Ms. Simon stated if that was a function of awarding the RFP, how would staff be directed and what would help the Board arrive at a conclusion.

Commissioner Humke suggested that the RFP process and the award be separate from governance and suggested awarding the RFP and then determine the governance.

Chairman Breternitz moved to keep the RFP in place, continue the item for 60 days allowing staff to work out the details and, unless something dramatic occurred, move ahead with the staff recommendation. Commissioner Larkin seconded the motion.

Commissioner Weber was concerned that a letter from Mayor Cashell stated that he would propose to the Reno City Council that they be the lead entity. She said the motion was to continue, but the City of Reno could take action on something that was not agreed upon.

Chairman Breternitz stated that concern had been discussed and the criteria used to determine the lead agency was who put in the most money. He said there was a proposition the Mayor would make to the Council, but it was not a unilateral function.

Ms. Simon suggested adding a period of time in which the Board could return and not wait 60 days. She offered this be continued to the July 26, 2011 commission meeting enabling staff to present a status report, potentially offer information to move forward with the RFP, award the contract to one of the proposers and, if the Board wished to add something about governance. She clarified that she was supportive of having elected officials participate in governance.

Chairman Breternitz agreed with the July 26, 2011 date and felt the governance element could be woven into the cooperative agreement. As the seconder, Commissioner Larkin did not agree. He confirmed that he would not be in attendance on July 26, 2011 and requested the date be moved until August 9, 2011. Chairman Breternitz agreed with the August 9, 2011 date.

Chairman Breternitz clarified the motion as the RFP remain in place, the Board request staff to work out the outstanding details with the Cities of Reno and Sparks, and staff return on August 9, 2011 with those results. He was hesitant to disregard the efforts that had been completed to date and stated this was a valid RFP.

Commissioner Weber requested additional days, if needed, be added to the August 9, 2011 agenda item.

On call for the question, the motion passed on a 5 to 0 vote.

11-595 AGENDA ITEM 35 - MANAGER

Agenda Subject: “Update on the Early Case Resolution Program and possible direction to staff regarding a contract for a pilot program. (All Commission Districts.)”

John Berkich, Assistant County Manager, indicated that the first Early Case Resolution (ECR) Program was established in Washoe County in 1997 under the leadership of District Attorney (DA) Richard Gammick and Assistant DA John Helzer together with the assistance of David Bennet, a leading national consultant in criminal justice. He said the program was developed to deliver rapid facts and information around a case to the defense which could allow a settlement between the defense and the prosecution and resolve the arrest within the first 72 hours. Since its inception, similar ECR programs were modeled after the County’s program in the following jurisdictions: Spokane County, Washington; Lee County, Florida; Stafford County, New Hampshire; Sonoma County, California; Washington County, Oregon; and, Salt Lake County, Utah.

In 2008, Mr. Berkich remarked that the County suspended the program because the Public Defender at the time felt that the standards proposed by the Supreme Court would create severe limitations on the success of the program. Since that time, the Court moved away from the word “standards” and now used “guidelines.” The concept had been discussed numerous times and staff had worked with the DA’s Office and Washoe Legal Services (WLS) to redevelop the program, which he believed would

comply with certain felonies and misdemeanor cases. He said a program was collaboratively developed between the DA's Office and WLS that could lead to substantial savings in jail days, transportation costs per defendant, overtime for agencies, court processing time, lead to rapid treatment and supervision of defenders, and under the proposed contract with WLS, lower case processing costs. He said there would be significant savings for the DA's Office, as well as, the Alternate Public Defender, Public Defender and the Conflict Counsel. Under a Professional Services Agreement, he proposed that this contract with WLS, a non-profit agency that had the necessary qualifications and experience, would bring philosophy and commitment to such a program. He summarized that staff was requesting direction regarding a contract for a pilot program.

Mr. Gammick reviewed the background for the ECR which had been praised by six jurisdictions who adopted the program. In addition to providing an update on the program, he sought direction to develop a pilot program for the proposed new ECR program through an agreement with WLS. Independently, staff had explored various concepts to re-establish a similar program that would comply with the performance guidelines for attorneys, which became effective April 1, 2009, pursuant to the October 2008 Court order. The proposal to contract with WLS for the proposed program was for professional services and was jointly recommended by both the DA and staff for the following reasons:

- WLS was the only non-profit agency with the necessary qualifications as a legal services agency to provide such proposed services;
- WLS' Board and their Executive Director, Paul Elcano, philosophically support the creation of the program for the benefits it may generate for both individuals, families and society;
- WLS could and would provide the required services at the lowest per case cost;
- WLS had an excellent performance history in providing other programs providing legal services on behalf of the County;
- WLS would provide resources similar to a law firm; and,
- Mr. Elcano had extensive experience as a criminal lawyer.

Mr. Gammick said the proposed program, designed to provide a more timely review of discovery, enabled defendants to meet with their attorneys sooner, and facilitate expedited settlement offers. It was estimated that approximately 2,000 cases each year could qualify for such a program and provide for numerous benefits to both defendants and the County including:

- Substantial detention costs saving of thousands of jail days at the current rate of \$127 per day;
- Reduced overtime for law enforcement agencies;
- Savings in jail transportation costs;
- Measurable reduction in court processing time and cost;
- Facilitated early release which would result in the significant reduction in social costs to inmates and their families;
- Lower per case cost to the County using WLS contract resources versus in-house legal staff;

- Significant savings in the DA's Office due to the reduced caseload; and,
- Significant reduction in caseload at both the Public Defender and the Alternate Public Defender Offices and Conflict Counsel.

Mr. Gammick stated if directed, staff would develop a business plan and agreement with WLS. Direction to contract with WLS would significantly reduce the protracted process to retain another provider and would facilitate an expedited startup of the program capitalizing in the expertise and experience of WLS.

Commissioner Jung asked what the average sentence time an ECR defendant received. Mr. Gammick replied that data was not tracked.

Commissioner Humke understood that the ECR helped defendants get released from jail, return to their lives and seek other services. He questioned if there were any statistics on how many jobs had been retained through the ECR program. Mr. Gammick said he had always been an advocate for a person who was not a hardcore criminal, to remain productive citizens and then everyone was ahead.

Commissioner Larkin commented that the County had instituted this program for about 10 years. Mr. Gammick stated that was correct, but it had been discontinued when the Public Defender was unable to continue the program because of the mandated standards. Commissioner Larkin said the difference now was the notation made by the attorneys whether or not they could follow the guidelines or the absolutes by the Supreme Court. Mr. Gammick indicated that the difference was whether an attorney was comfortable meeting their ethical obligations without following those very specifically, or if those had to be followed specifically in order to meet the ethical obligations. He said WLS was comfortable and would meet their ethical obligations. Commissioner Larkin asked about the anticipated cost savings. Mr. Gammick replied there was an annual savings of \$1.2 million by measuring two criteria. Commissioner Larkin thanked staff for bringing this back and knew that the community would be thankful as well.

Commissioner Weber questioned why there may be limited interest from private attorneys in developing this program. Mr. Berkich replied it had been directed by the County Manager to test the local professional market. He said there was some limited interest, and there had been some recent difficulties in drawing the private bar into the Indigent Defense Program. He and said staff was supporting this contract as a direct contract with WLS for the reasons outlined.

In response to the call for public comment, Franny Forsman, former Federal Public Defender for the State of Nevada, noted that she was a part of the Indigent Defense Commission. She said any lawyer would state that a client could not be advised to plead guilty to a felony in less than an hour, which was what this program proposed. Ms. Forsman stated there were three things the Board had not been told: 1) a national consultant examined the ECR program, which had not been replicated in other districts, and found that the program could not pass constitutional muster because of the limitation

of time an attorney could spend with the client before advising him to plead guilty; 2) there were a number of civil suits filed against governmental entities who had adopted these programs across the country; and, 3) and in a subsequent agenda item went through the process because the task of the Indigent Defense Commission was to examine these types of programs for the appointments of counsel to see whether they met the quality issues the Supreme Court had established.

Rebecca Gasca, Legislative and Policy Director for the American Civil Liberties Union (ACLU) of Nevada, said that WLS was not a criminal defense organization. The decision of whether to negotiate a plea deal or go to trial involved many considerations including the relative strength and weaknesses of both sides and could not be accomplished within 72 hours. She urged the Board not to move forward with this proposal.

Paul Elcano, WLS Executive Director, explained that this program was entirely voluntary to the defendant, was supplemental, and at anytime the defendant could acquire a public defender. He disagreed with the ACLU statements and reaffirmed the legal experience of WLS.

Commissioner Humke reviewed points made by the ACLU noting that an ECR program was not constitutional and ethical standards required a meaningful attorney/client relationship. He asked if the ethical standards were met with the proposed ECR program. Mr. Gammick had no doubt that the ethical standards would be met. Commissioner Humke said a check system was suggested to be enacted to avoid unethical representation and asked if that would be completed. Mr. Gammick explained that Mr. Elcano would be administering the program to avoid a conflict issue as with the Public Defender. Commissioner Humke asked if an appropriate amount of factual discovery and investigation would be provided. Mr. Gammick replied an appropriate amount of investigation or discovery was up to the discretion of the defendant's attorney. He indicated that the public speakers had never been involved in an ECR program nor had they handled any of those cases. Commissioner Humke inquired about the provision of interpretation services for defendants. Mr. Gammick indicated that system was through the courts and the defense attorney would work with the courts to obtain that service.

Based on the above questions, Commissioner Humke asked Mr. Elcano if he agreed or had any additional comments. Mr. Elcano commented if the defendant had a savvy lawyer who had the discovery, the settlement offer and spoke to the client, it was meaningful. Commissioner Humke interpreted those comments to mean that this did not "depend on the clock on the wall, but depended on the skill of the practitioner." Mr. Elcano agreed and stated it also depended on the attitude and cooperation of the defendant. In regard to the discovery issue, Mr. Elcano explained there was a commitment from the DA that WLS would receive the packet of discovery. He said if a first-class criminal lawyer knew the case was going to trial, there came a point where the defense lawyer knew more than the prosecution because it had been investigated. In the ECR program, WLS would receive the same packet enabling them to speak to the defendant and operate from a position of leverage leading to a window of settlement. He

confirmed that if needed WLS had in-house interpreters. Commissioner Humke asked if Mr. Elcano agreed or disagreed that the plea bargain process depended on the practice of professional responsibility of each and every law practitioner in the State. Mr. Elcano agreed.

Commissioner Jung asked if the Public Defender was involved in putting together this program. Mr. Gammick confirmed there were numerous meetings with the Public Defender and the Alternate Public Defender, but once the decision was made that they would not take part in the program, the mechanics were set without them. Commissioner Jung asked if there would be a translator present when WLS arrived. Mr. Elcano stated there would certainly be a translator in order to speak to a defendant.

In the unfortunate event that a suit was filed, Commissioner Jung asked who would be sued. Mr. Gammick indicated that Washoe County would be the party sued and the DA's Office would defend the suit.

On motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered Agenda Item 35 be accepted.

6:25 p.m. The Board recessed.

6:41 p.m. The Board reconvened with all members present.

11-596 AGENDA ITEM 44 – PUBLIC WORKS

Agenda Subject: Second reading and adoption of an Ordinance creating Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); ordering a street project within Washoe County; providing for the levy and collection of special assessments therefore; and prescribing other matters relating thereto. (Bill No. 1645). (Commission District 4.)

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Lois Colbert spoke in support of the Ordinance.

The Chairman closed the public hearing.

Amy Harvey, County Clerk, read the title for Ordinance No. 1467, Bill No. 1645.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, Chairman Breternitz ordered that Ordinance No. 1467, Bill No. 1645, entitled, "**AN ORDINANCE CREATING WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 32 (SPANISH SPRINGS VALLEY RANCHES ROADS); ORDERING A STREET PROJECT WITHIN**

WASHOE COUNTY; PROVIDING FOR THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS THEREFORE; AND PRESCRIBING OTHER MATTERS RELATING THERETO," be approved, adopted and published in accordance with NRS 244.100.

11-597 AGENDA ITEM 36 - FINANCE

Agenda Subject: "Recommendation to approve the amended Fiscal Year 2011/12 Final Budget including discussion and direction on the impact the 2011 Legislative Session will have on the operations of Washoe County. (All Commission Districts.)"

John Sherman, Finance Director, explained that the law allowed local governments to amend the final budget to account for any laws passed in the 2011 Legislative Session. Specifically, the Legislature enacted a number of laws that would shift revenues to the State, shift costs to the County, and reduce or eliminate State funding of County programs. He said staff recommended a number of amendments to the final budget that addressed those impacts, which had been reduced from the end of session estimates. In addition, as a result of the reduced Legislative impacts, the Department Funding Level Planning Scenarios could be limited to only the 90 percent plan. He said the due date for those plans should be moved from July 1 to July 29, 2011.

Commissioner Larkin said it was recommended that the 10 percent analysis be moved from July 1 to July 29, 2011 and asked what that would accommodate. Mr. Sherman replied that would align the reduction scenarios with the Fundamental Review of the organizational structure in addition to the separation incentives the Board directed to include within the collective bargaining negotiations, and allow enough time to have that information relative to those planning scenarios.

There was no public comment on this item.

Katy Simon, County Manager, thanked the Board and staff for making this process work and for their support through the budget season.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that the amended Fiscal Year 2011/12 Final Budget be approved including discussion and direction regarding the impact the 2011 Legislative Session had on the operations of Washoe County.

11-598 AGENDA ITEM 37 - MANAGER

Agenda Subject: "Discussion and possible direction regarding applying management labor concessions approved June 14, 2011 to remaining non-represented Unclassified Management group employees, including Chief Deputy Sheriffs' group."

Katy Simon, County Manager, indicated she had met with Sheriff Mike Haley enabling an opportunity to reach a solution consistent with other employees within the management group. She commented that the Chief Deputy Sheriff's agreed to a base pay reduction, freezing of longevity, a 50 percent reduction in any step increases, and \$44.60 toward Health Care contribution. For the salary reduction it was agreed upon to take 2 percent from their base pay and 3 percent from their physical agility pay, which was also PERS compensable pay and unique to law enforcement.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried, it was ordered that the labor concessions as described by the County Manager be approved.

11-599 AGENDA ITEM 38 – HUMAN RESOURCES

Agenda Subject: “Recommendation to implement Board of County Commissioners’ wage and benefit reductions for Fiscal Year 2011/12 to achieve their proportionate target labor cost savings of \$27,935.55 and continue ongoing reductions until the County is able to provide general wage adjustments to employees.” (All Commission Districts)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 38 be approved.

11-600 AGENDA ITEM 39 - MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Dave Childs, Assistant County Manager, stated there was no report.

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

11-601 AGENDA ITEM 40 - MANAGER

Agenda Subject: “Discussion and possible appointment of a Washoe County Commissioner to serve as an Alternate on the Shared Services Elected Officials Committee. (All Commission Districts.)”

Dave Childs, Assistant County Manager, explained that this was for the appointment of a Washoe County Commissioner to serve as an Alternate on the Shared Services Elected Officials Committee to ensure that a quorum could be achieved.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Commissioner Weber would be appointed as the Alternate for the Shared Services Elected Officials Committee.

11-602 AGENDA ITEM 41 – MANAGER/MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction on the 2011 Washoe County Commission Election District Redistricting Project, including adoption of redistricting guidelines and a project schedule. (All Commission Districts.)”

John Slaughter, Management Services Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the Redistricting Guidelines which included: equal population; compact and contiguous census data; existing District benchmarks; communities of interest; voter precincts; other election districts; and, incumbents.

Mr. Slaughter reviewed the 2011 Washoe County Commission Election District Redistricting Project Proposed Project Schedule and criteria for redistricting.

Commissioner Larkin asked if there were any overtones with litigation in regard to the Assembly and Senate or ramifications for the County’s district. Mr. Slaughter did not believe there would be any overtones since those Districts were smaller and crossed county lines. He explained that meetings would be concluded with Commissioners then staff would prepare scenarios to provide to the entire Board.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that the criteria for the guidelines be accepted and be changed from “Draft” to “Final.” It was further ordered that the schedule for Redistricting be approved.

11-603 AGENDA ITEM 42 – GOVERNMENT AFFAIRS

Agenda Subject: “Discussion and possible direction to staff regarding legislation or legislative issues from the 76th Nevada Legislative Session or during any special legislative session during 2011, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

John Slaughter, Management Services Director, reviewed the Legislation in regard to the Bills of Interest and Board positions. He highlighted the following bills:

AB 405 Revised provisions governing the Public Employees' Retirement System, but was turned into a study of the system.

AB 545 Made changes to the population basis for the exercise of certain powers by local governments. He said the designation of 100,000 to 700,000 was now the population number for Washoe County.

AB 517 Revised provisions governing prohibitions on smoking tobacco.

SB 271 Provided for withdrawal of the State of Nevada from the Tahoe Regional Planning Compact. He said this was revised, amended and eventually passed.

SB 381 Revised provisions concerning the issuance of marriage licenses. He said this removed the sunset on the ability to change office hours for certain County offices. He said **if** there were altered hours in the Marriage License Bureau, the County Clerk would then develop a program to allow for issuance of marriage licenses by the wedding chapels only when the Clerk's Office was closed.

Commissioner Humke inquired about the effective date for the bill that limited the collective bargaining rights of certain management employees. Mr. Slaughter explained the effective date for SB 98 was July 1, 2011. There was a State-wide discussion on the meaning of the bill and who was included. Katy Simon, County Manager, believed the bill would go through the Courts and further legal definition may be needed.

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

11-604 AGENDA ITEM 43 – WATER RESOURCES

Agenda Subject: “Recommendation to review, discuss and approve or direct staff regarding the Washoe County Domestic Well Mitigation Program Policy Statement - June 2011; and if approved, direct staff to amend Ordinance 1411, Schedule of Rates and Charges for Water Service within Certain Areas of Washoe County, to incorporate the recommended provision of the Mt. Rose-Galena Fan area Domestic Well Mitigation Program and bring the amended ordinance to the Board for introduction and first reading. (Commission District 2.)”

Rosemary Menard, Water Resources Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the summary of community process, Nevada Water Law direction regarding domestic wells and municipal pumping, overview of proposed Domestic Well Mitigation Policy Statement, overview of the Department of Water Resources recommendations for the Mt. Rose-Galena Fan Domestic Well Mitigation Program, the proposed Funding program and the proposed next steps.

In response to the call for public comment, Ron Penrose said he was exposed to the Well Mitigation process three years ago and felt that was an unacceptable process. However, he was now supportive of the proposed policy and believed that the process would be much improved.

Kathy Boulins said if this proposal moved forward, she hoped there would be legal bearing to not allow future water purveyors to renege on allowing free hook-up for residents that previously deepened their wells.

Beth Honebein thanked Ms. Menard for her professionalism and diligent work with the community. She supported the proposal presented by staff and noted that she would benefit from the proposal. Ms. Honebein stated the community's main concern revolved around the cost in regard to well abandonment and hoped that would be included in the proposal. She suggested more definition concerning flexibility of well abandonment with the State Engineer.

Eric Scheetz stated he had been involved with this issue for 10 years and thanked Ms. Menard and the Water Resources staff for their attentive work.

Cooper Brown hoped this would be placed on a priority list to expedite a decision before September.

Edward Hackett said he was part of a group of residents who had been impacted since 1993 and had to involuntarily deepen their wells. He also commended Ms. Menard on a wonderful job in working with the community.

Amy Harvey, County Clerk, read a comment from Dennis Callahan, Ray Callahan, Karen Mullen, Ken and Casey Baldwin, Cindy and Tom Post, Jack Callahan and John and Katy Rosin, which was ordered placed on file with the Clerk, requesting specific items be placed into the motion.

Commissioner Humke asked if the map defined the wells that needed mitigation or were the lines drawn arbitrarily to determine the first section of wells to be mitigated. Ms. Menard replied the map was specifically designed to address the area impacted by a set of municipal wells that ran in a north/south trajectory from the Arrowcreek wells on the north, to the St. James wells on the south. The wells were typically on the upper Galena/Mt. Rose Fan area and north of the boundary. She noted that the concentration of domestic wells were in the Government Tract area and south of the road. The map was designed to deal with the unreasonable impacts of adverse effects of municipal pumping from a set of wells in an aquifer on the north/south trajectory that affected specific domestic wells. She said the question about whether other areas were being impacted was an open question and had not been subjected to the same assessment.

Commissioner Humke disclosed that he had a well on his property, but not in the affected area. He questioned the 25 percent savings to the homeowner. Ms. Menard

said staff estimated the portion of the typical cost for well abandonment associated to ripping the casing to be at \$600 to \$700, which equated to about 25 percent of the cost. She said the existing policy for well abandonment was “an ounce of prevention is worth a pound of cure,” since there would be a large hole in the ground and whether it was fuel, oil or gas, it was a conduit into the aquifer and difficult to clean. The strategy for well abandonment was to protect the groundwater resource.

In regard to “voluntarily” deepening a well, Commissioner Humke said that was difficult to measure and asked if there was a schedule. Ms. Menard said there had been some research completed and felt there were many extenuating circumstances. She said there was a fiduciary responsibility to take care of the public’s money and expend that in an appropriate way. With respect to the policy, if a resident did not like what was offered, based on the policy and the programmatic options, their option was the State Engineer. Commissioner Humke asked if there was any relief to the group of residents whose email was read into the record. Ms. Menard indicated that those individuals were informed they would receive well deepening for one well and recognized there were issues not addressed in the policy. Commissioner Humke commented if consolidation occurred with the Truckee Meadows Water Authority (TMWA) or any other operator and, similarly situated wells went dry in the future, he hoped that a template would remain and that extensive conversations would be held with any operator ensuring that well owners would be treated cordially.

Commissioner Weber commended staff for their hard work and being so committed to rectifying the community’s concerns. She asked if the companies that provided well abandonment were regulated. Ms. Menard replied those companies had to be certified well drillers and certification was obtained through the State Engineers Office.

Commissioner Larkin said the proposal would establish a policy throughout the entire County. Ms. Menard clarified through the Washoe County Service Area. Commissioner Larkin said several scenarios had been identified that could be applicable during the Washoe County Service Area. He asked if that included some of the unique situations that currently existed in the Spanish Springs area. In regard to those wells, Ms. Menard said the policy criteria concerned wells with the same aquifer and some properties in the Spanish Springs area were located on a different aquifer. Commissioner Larkin questioned the financing structure that involved developer connections. Ms. Menard explained those were from connections already collected.

Chairman Breternitz stated his support for the program, which struck a balance between accepting the responsibility for the costs and the discomfort; however, recognized it could not be all things to all people. He requested there be openness to special cases.

There was no action taken on this item.

11-605

AGENDA ITEM 45 – COMMUNITY DEVELOPMENT

Agenda Subject: Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC11-003, to amend Development Agreement Case Number DA08-006, regarding Feather River. The proposed Amendment of Conditions will extend the deadline for filing a final map in Tentative Map Case Number TM06-006 (Feather River Subdivision, formerly Stampmill Estates TM04-007) by 5 years from the date of signing by the Chair of the Washoe County Commission (Bill No. 1646); and if adopted, authorize Chairman to execute the amended and restated Agreement between Feather River Land Company, LLC and Feather River 320, LLC and the County of Washoe regarding same. (Commission District 4.)

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

Amy Harvey, County Clerk, read the title for Ordinance No. 1468, Bill No. 1646.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, Chairman Breternitz ordered that Ordinance No. 1468, Bill No. 1646, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC11-003, TO AMEND DEVELOPMENT AGREEMENT CASE NUMBER DA08-006, REGARDING FEATHER RIVER. THE PROPOSED AMENDMENT OF CONDITIONS WILL EXTEND THE DEADLINE FOR FILING A FINAL MAP IN TENTATIVE MAP CASE NUMBER TM06-006 (FEATHER RIVER SUBDIVISION, FORMERLY STAMPMILL ESTATES TM04-007) BY 5 YEARS FROM THE DATE OF SIGNING BY THE CHAIR OF THE WASHOE COUNTY COMMISSION," be approved, adopted and published in accordance with NRS 244.100.

11-606

AGENDA ITEM 46 – COMMUNITY DEVELOPMENT

Agenda Subject: “Outdoor Festival Business License Application (Reno-Tahoe Open 2011) Applicant: Reno Tahoe Open Foundation . (Commission District 2.)”

“To consider the application for an outdoor festival business license for the Reno-Tahoe Open 2011 Golf Tournament. The Reno-Tahoe Open 2011 is to be held from August 1, 2011 through August 7, 2011. The event is proposed to be held at the Montreux Golf and Country Club, Reno (Assessor’s Parcel Numbers 148-010-25, 148-010-50, 148-010-55, 148-010-56, 148-061-65, 148-100-02, and 148-140-11). Tournament preferred parking will be at the Montreux Golf and Country Club clubhouse, 18000 Bordeaux Drive, Reno (Assessor’s Parcel Number 148-010-50) and on Lausanne Drive, Reno (Assessor’s Parcel Numbers 148-050-02, 148-082-16, and

148-092-12). Off-site public parking will be located at Galena High School, 3600 Butch Cassidy Drive, Reno (Assessor's Parcel Number 144-010-01) and at the Grand Sierra Resort, 2500 East 2nd Street, Reno (Assessor's Parcel Number 012-211-28). Tournament volunteer staff will be parking at the Galena Market, 19900 and 19940 Thomas Creek Road, Reno (Assessor's Parcel Numbers 150-012-04 and 05) and on Paris Avenue located in the Estates at Mount Rose, Phase 3A area, Reno (bordered by Assessor's Parcel Numbers 150-460-02 and 03; 150-471-05 and 06; 150-481-01, 02, 03, 04 and 05; and, 150-493-02, 03 and 04). The Reno-Tahoe Open 2011 is a PGA tour sanctioned golf tournament and this event marks the thirteenth year for the tournament. Event organizers estimate that between 25,000 and 30,000 participants and spectators will take part in the event for the week. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license. Continued from June 14, 2011 Commission Meeting.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Outdoor Festival Business License Application. There being no response, the hearing was closed.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 46 be approved.

11-607 AGENDA ITEM 47 – COMMUNITY DEVELOPMENT

Agenda Subject: “Consideration of an amendment to the Washoe County Master Plan, Volume Two, Spanish Springs Area Plan, to delete policy SS.17.2.c, otherwise known as the “Commercial Cap,” which limits industrial and commercial land uses to 9.86% of the land area within the designated Spanish Springs Suburban Character Management Area; and, if approved authorize the Chair to sign the Resolution adopting the updated area plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency. (Commission District 4.) Continued from June 14, 2011 Commission Meeting.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against consideration of an amendment to the Washoe County Master Plan, Volume Two, Spanish Springs Area Plan.

Eric Young, Planner, said this was an amendment to a policy of the Spanish Springs Area Plan that applied a cap on the overall percentage of commercial and industrial master plan designations in the planning area. Following a series of applications to amend the cap, the Washoe County Planning Commission became concerned that the cap was ineffectual. Their primary concern was that a continual focus on the cap prevented a consideration of relevant and timely factors that contributed to the decision making process. He said the Planning Commission directed staff to consider the consequences of eliminating this policy. After review of other relevant policies in both

the Area Plan and the Land Use and Transportation Element, staff brought forward the requested amendment deleting policy SS.17.2.

In response to the call for public comment, Armando Ornelas, City of Sparks Planner, said a letter had been submitted from the City of Sparks, which was placed on file with the Clerk, requesting the County either table or reject the proposed amendment to the Spanish Springs Area Plan. He said the concerns and reasons for the request were delineated in the letter. In general, there were concerns about the implications of removing the cap and procedural concerns.

Commissioner Larkin asked if Mr. Young had any response to the comments specifically related to procedural issues. Mr. Young said the typical process for a cooperative planning requirement was to send an e-mail to the affected staff, whether that be the City of Reno or Sparks, with a copy of the amendment stating that was their “notice” relative to cooperative planning. In this case that process was not followed because there had been multiple conversations and he assumed that was adequate notice. However, he agreed that notice should be written and confirmed that a letter was sent on June 15, 2011. He apologized to his colleagues from the City of Sparks for assuming that the conversations were appropriate. Mr. Young explained this notice was not similar to notices mailed to affected property owners, but more of an “informational notice,” to inform or notice the staff from either City about the amendment.

Commissioner Larkin asked if the City of Sparks was interested in pursuing a dialogue for cooperative planning. Mr. Ornelas replied if the Board was interested in pursuing these amendments the City of Sparks would be interested in a cooperative planning process. Fundamentally, the removal of the cap was putting the “cart before the horse,” and said there was no proposed land use plan that would require removal of the cap. He understood that under the current land use plan it could be built-out and still be at or below the cap. Mr. Ornelas stated there was an abundance of land and buildings for this purpose and, for those reasons the City was uncomfortable with the removal of the cap. The primary request was for the Board to either reject the proposed amendment or table the amendment in order to move forward with discussions. If the Board approved the amendment, the City would want to participate in discussions about the implications and what other amendments may follow. Commissioner Larkin said economic development was warranted in the region and the cheapest land would be in the County. He stated that the current plan amendment incorporated the industrial nature. Mr. Ornelas replied the over supply of land for certain uses and building for certain uses was dragging the market down and undermining much of the areas that began the development process. He said from an economic develop perspective it would make sense, but that had not been substantiated. Commissioner Larkin suggested this was a new economy and that large tracts of land would have to be made available in a capacity never seen before in order to attract people to the area and, if that was restricted by certain categories, business opportunities would be lost. Mr. Ornelas said the City had suggested conducting a rigorous market analysis to determine what was available in the

market, what was competitively priced, locations, and how it compared to the surrounding area.

Katy Simon, County Manager, indicated that she spoke to Sparks City Manager Shaun Carey and discussed the various models for participatory planning and that the Board would be uncomfortable with formal joint planning or formal cooperative planning. Ms. Simon clarified that the action did not change any of the land uses in the Area Plan.

Chairman Breternitz asked if the City of Sparks notified the County for a change with a development capacity. Mr. Ornelas said Policy 1.2.17 of the Regional Plan defined cooperative planning as an area where more than one jurisdiction had an interest in density, intensity or character of development. In the East Truckee River Canyon project, the County was made aware of that project. Chairman Breternitz said the East Truckee River Canyon project would warrant a conversation because the County would be taking that back over. In general, when an element as a development capacity was being changed on a certain piece of property, would the County be notified. Mr. Ornelas replied that the County would not be notified because it would be in the municipal limits of the City of Sparks.

8:48 p.m. Commissioner Jung temporarily left the meeting.

In discussions with Mr. Carey, Commissioner Larkin asked what the thoughts were in regard to participatory involvement. Ms. Simon explained a process had not been mapped out. She said the concerns of the City were understood, but that the market decided where they would go and the people would decide on their priorities, the qualities and features of the land. She reiterated that this amendment did not change any land uses in the County.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Commissioner Jung temporarily absent, it was ordered that the amendment to the Washoe County Maser Plan, Volume Two, Spanish Springs Area Plan and to delete policy SS 17.2.c otherwise known as the “Commercial Cap,” which limits industrial and commercial land uses to 9.86 percent of the land area within the designated Spanish Springs Suburban Character Management Area be adopted. It was further ordered that the Chairman be authorized to execute the Resolution of the updated area plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency.

11-608 AGENDA ITEM 48 – DISTRICT ATTORNEY

Agenda Subject: “Discussion and possible direction to staff on filing of demand letter to State of Nevada to recover property taxes taken through legislative action (requested by Commissioner Breternitz).”

8:52 p.m. Commissioner Jung returned to the meeting.

Paul Lipparelli, Legal Counsel, said staff had been in contact with Clark County to obtain a copy of the letter they filed with the State. He indicated that Finance Director John Sherman would prepare the financials for Washoe County in the approximate amount of \$18 million and author a letter similar to Clark County to place on file with the State.

Chairman Breternitz said there had been some reference in regard to making a final payment. Katy Simon, County Manager, explained that the Comptroller had not processed the final payment for the fourth quarter of the current fiscal year. She said there was the possibility of placing that payment into an escrow account until the matter was addressed.

Mr. Lipparelli stated that the agenda contemplated the filing of a demand letter and that letter may inform the State that the County had chosen to withhold the final payment.

There was no public comment on this item.

Commissioner Humke stated that the County Manager proposed the possibility of an escrow account and felt that would be an important discussion for the Board.

On motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the County Manager be directed to prepare a letter for the Chairman's signature once the cost from the Finance Department had been quantified and to incorporate into that letter a notice to the State of Nevada that a like amount of funds were being withheld as in for tax revenue. It was further ordered that the funds being withheld be placed within an appropriate escrow account and that notice be transmitted to the State.

11-609 AGENDA ITEM 49 – REPORTS AND UPDATES

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

Commissioner Larkin reported on the Regional Transportation Commission (RTC) meeting and informed the Board of two RTC projects: the Interstate 80 widening project and the celebration of the permitting process for the Southeast Connector Bridge.

Commissioner Weber attended a V&T Commission meeting on June 27, 2011 and asked if the Commission Chambers would be available for the V&T Commission to meet on September 19, 2011. She said that Nevadaworks was preparing to establish and offer services in the Gerlach area.

Commissioner Humke announced that the Reno Sparks Visitors and Convention Authority (RSCVA) would interview prospective CEO candidates on July 21, 2011. He noted there were only two candidates who agreed to respond for an interview and some RSCVA Board members felt that three candidates should be interviewed. He suggested an agenda item to receive input from the Board to direct the Board's RSCVA representatives.

Chairman Breternitz commented on the RSCVA selection process and, due to scheduling conflicts, noted he only attended one meeting for the selection committee; therefore, had no input on the candidates.

11-610 AGENDA ITEM 53 – MANAGER

Agenda Subject: “Discussion and possible action on interim agreement(s) with any or all of the recognized Washoe County employee associations to continue Fiscal Year 2010/11 economic concessions pending completion of Fiscal Year 2011/12 negotiations; and, direction to the Comptroller to implement the terms of those agreements.”

Katy Simon, County Manager, said this item related to the Board's ratification to the tentative agreements for interim agreements with various employee associations to continue their current labor cost concessions pending completion of the full labor negotiations to meet targets. This included: the Nurses' Association; the Public Attorneys Association; the District Attorneys Investigators Association; the Washoe County Employee Association (WCEA); and, the Washoe County Employee Association Supervisor Association.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the agreements to continue the concessions be ratified.

* * * * * * * * *

Paul Lipparelli, Legal Counsel, noted that Amy Harvey, County Clerk, omitted a letter from Thomas G. Daly dated June 13, 2011 in regard to the Truckee Meadows Fire Protection District (TMFPD) concerning the Interlocal Agreement. Mr. Lipparelli read the letter into the record and suggested the letter be included in the record for the TMFPD meeting.

On motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the letter from Thomas G. Daly be included in the record for the TMFPD meeting held earlier today.

11-611 **AGENDA ITEM 50 – CLOSED SESSION**

Agenda Subject: “Possible Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220.”

This item occurred during the Sierra Fire Protection District (SFPD) meeting held earlier.

* * * * * * * * *

9:04 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, the meeting was adjourned.

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

RESOLUTION
**A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO KNPB
CHANNEL 5 PUBLIC BROADCASTING, INC. FROM THE
WASHOE COUNTY GENERAL FUND**

WHEREAS, Washoe County Public Works has removed components to a 400 Amp automatic transfer switch at the Regional Animal Service Center which are surplus to its needs; and

WHEREAS, Washoe County Board of Commissioners finds that the 400 Amp automatic transfer switch in question has reached the end of its useful life; and

WHEREAS, the Washoe County Board of Commissioners hereby finds that KNPB Channel 5 Public Broadcasting, Inc is a nonprofit organization created for religious, charitable or educational purposes; and

WHEREAS, the KNPB Channel 5 Public Broadcasting, Inc. is in need of components for a 400 Amp automatic transfer switch for their generator upgrade project; and now, therefore, be it

RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE IN THE STATE OF NEVADA, that we support the needs of KNPB Channel 5 Public Broadcasting, Inc. and declare:

Section 1. NRS 244.1505, Section 2.(a) empowers the Board of County Commissioners to donate to governmental entities and certain non profit organizations certain property that the Board determines is no longer required for public use and is determined to have reached the end of its useful life.

Section 2. The above mentioned surplus used Washoe County asset will be donated in "AS IS" condition to KNPB Channel 5 Public Broadcasting, Inc.

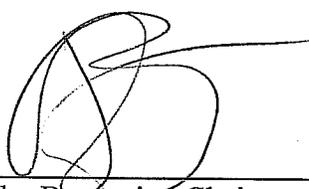
Section 3. This Resolution shall be effective upon passage and approval by the Board of County Commissioners.

Section 4. The County Clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, and Purchasing.

ADOPTED this 28th day of June, 2011.

ATTEST
COUNTY CLERK





John Breternitz, Chairman
Washoe County Commission

11-533

22/11

RESOLUTION

A RESOLUTION TO DESIGNATE WASHOE COUNTY COURT STREET PROPERTIES FOR PARKING BY CERTAIN DESIGNATED EMPLOYEES OF WASHOE COUNTY, DISTRICT COURT AND THE CITY OF RENO, AS WELL AS 30 SPACES DESIGNATED FOR PUBLIC PARKING
and other matters properly related thereto;

WHEREAS, in August of 2000 Washoe County purchased several parcels of land south and east of the intersection of Court and Sierra Streets (Court Street Properties) to be used as part of the regional justice center as a component of the Washoe County Courts Complex Master Plan; and

WHEREAS, Washoe County relocated some remaining tenants, demolished the structures and leveled the property; and

WHEREAS, certain portions of the Court Street Properties contained improvements for vehicle parking and were devoted to parking uses for county employees assigned to agencies located in the downtown area; and

WHEREAS, Washoe County solicited proposals in 2008 from developers for a public-private partnership style development of facilities for courts and other government agencies; and

WHEREAS, the use of medium-term tax-exempt financing to acquire the Court Street Properties created limitations on the uses of the properties especially uses that involved profit-making entities; and

WHEREAS, none of the proposals received were economically feasible at the time they were considered and the courts master planning process was continued; and

WHEREAS, in recognition of the efforts of the City of Reno to maintain and improve the safety and attractiveness of downtown area properties, Washoe County cooperated with the City of Reno in designing and constructing further parking lot improvements to the Court Street Properties to address a critical need for parking for the public agencies of the courts complex; and

WHEREAS, NRS 244.265 provides that the boards of county commissioners have the power and jurisdiction in their respective counties to make orders respecting the property of the counties in conformity with any law of this State, and to take care of and preserve such property; and NRS 244.270 authorizes the County to control and manage the real property owned by the County; and NRS 244.294 authorizes the county to own, operate, construct, and maintain parking facilities or parking spaces for use by the general public and public employees; and

1-534

WHEREAS, The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business; now, therefore, be it

RESOLVED By the Board of County Commissioners of Washoe County in the State of Nevada as follows:

1. Washoe County's Court Street Properties parking lot is ordered to be devoted to parking for certain designated employees of Washoe County, the District Court and the City of Reno in the manner in which it has been used since the significant improvements were made.
2. Thirty (30) parking places in the Court Street Properties parking lot are ordered to be designated as public parking places and arranged as shown on the attached Exhibit A to be used by the public at-large.
3. All the parking places located on the Court Street Properties parking lot are and shall remain under the exclusive dominion of the county. When it becomes necessary to discontinue some or all of the parking on this property to construct improvements, Washoe County confirms its authority to act unilaterally to continue, change or cease the use of the parking lot for county purposes and is not subject to the authority of any other agency for such changes in use.
4. The Director of Public Works or his successor or designee is ordered to take all actions necessary to carry out these orders.

ADOPTED this 28th day of June, 2011



John Breitenitz, Chairman
Washoe County Commission

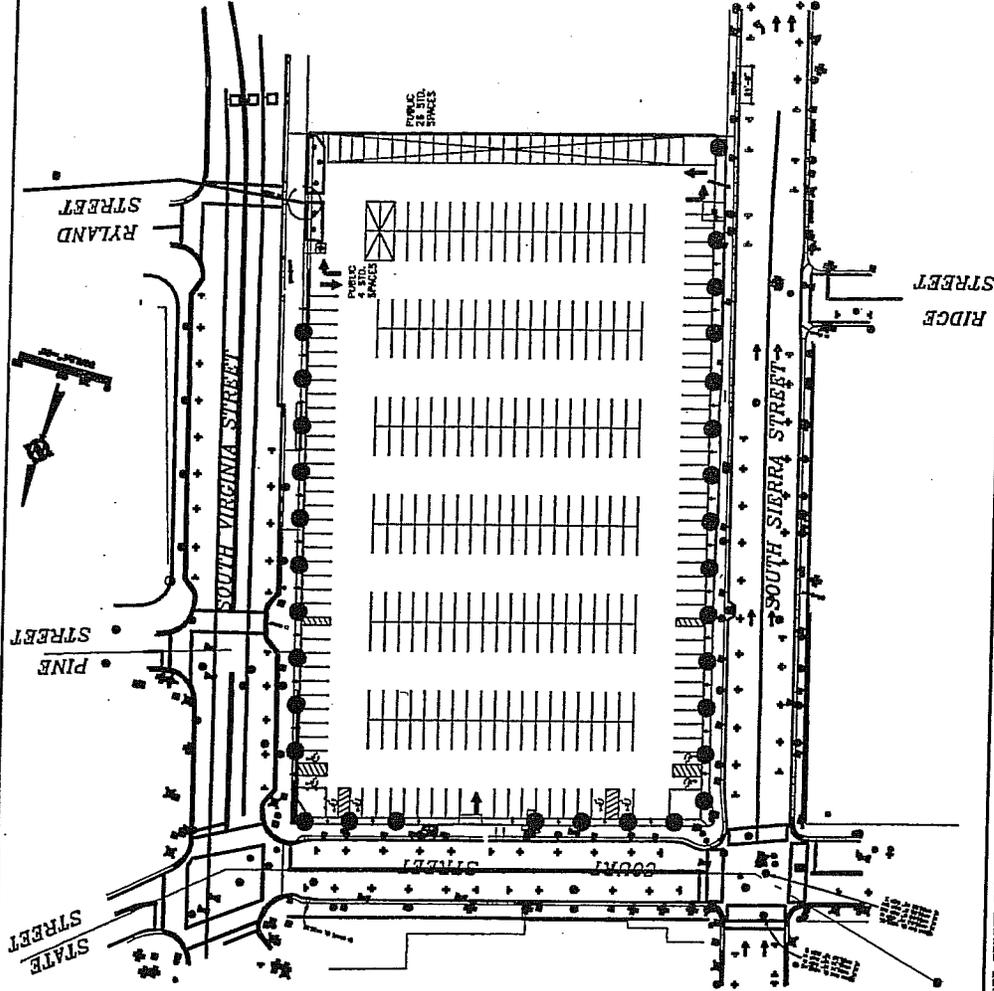
ATTEST:



County Clerk



EXHIBIT "A"
COURT STREET PARKING LOT



Drawing No.
A0.0

Project COURT STREET PARKING LOT - OPTION 1 FOR PUBLIC PARKING
Court Street, Reno, NV.

Date 4/3/2011
Scale No Scale

DRAWING TITLE

PUBLIC WORKS
Capital Projects Division
JAMES J. WILSON
City Manager
775-333-2000
www.reno-nv.gov



**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WASHOE, ON
BEHALF OF THE DEPARTMENT OF JUVENILE SERVICES AND THE
CHARLES M. MCGEE CENTER, AND THE WASHOE COUNTY SCHOOL
DISTRICT**

This Agreement is made and entered into this 28th day of June, 2011, by and between the County of Washoe, a political subdivision of the State of Nevada on behalf of the Department of Juvenile Services and the Charles M. McGee Center (referred to herein as the "McGee Center"), and the Washoe County School District (referred to herein as the "WCSD").

WITNESSETH:

WHEREAS, the parties are public agencies as described in NRS Chapter 277 and NRS 277.180, *etc. seq.*, and are empowered to enter into agreements of mutual advantage; and

WHEREAS, The Washoe County Department of Juvenile Services and the Washoe County School District desire to carry out mutually agreeable activities, which ultimately provide truant and status offending youth access to a variety of early intervention services and supervision for the purpose of addressing truancy and family related problems; and

WHEREAS, The McGee Center is willing and able to provide space within its premises to house the WCSD Truancy Intervention Specialist and one secretary; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. **Consideration:**

By entering into this agreement, the parties will have the opportunity to support continuing efforts of mutual collaboration in coordinating early intervention and prevention strategies addressing truant youth in Washoe County.

2. **Ratification:**

This Contract shall not become effective unless and until approved by appropriate official action of the governing body of each party.

3. **Term:**

This Agreement is effective from July 1 of 2011 to June 30, 2013, unless later ratified by official action of the governing body of either party, in which case it shall be effective upon such ratification. This Agreement may be renewed annually, at the sole discretion of the McGee Center.

11 + 553

9I(3)

4. **Services:**

The McGee Center agrees to provide one office at the McGee Center, located at 2097 Longley Lane, Reno, Nevada 89502, for use by the Washoe County School District Truancy Intervention Specialist and one secretary for continuing and collaborative efforts addressing truancy in Washoe County, Nevada. The McGee Center will provide the office space and office furniture and one phone as part of this Agreement. The Washoe County School District will be responsible for any long distance phone calls.

The McGee Center agrees to work collaboratively with the WCSD addressing referrals, resources and, when deemed appropriate pursuant to the Nevada Revised Statutes, supervision of truant youth.

WCSD agrees to place the Washoe County School District Truancy Intervention Specialist and one secretary at the McGee Center.

WCSD will be responsible for the following: the cost of any computers and printers, hardware, software, and other computer necessities, including any costs related to hookups, monthly fees, and programs, and all materials related to the performance of the Truancy Intervention Specialist and secretary, including office supplies.

5. **Confidential Treatment of Information:**

WCSD shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

6. **Employment Status:**

The WCSD Truancy Intervention Specialist and the WCSD secretary currently are, and shall remain, employees of the WCSD. They will not be considered employees or contractors of the McGee Center, the Washoe County Juvenile Services Department or Washoe County and will not be entitled to any remuneration or benefits received by Washoe County/Court employees.

7. **Termination:**

This Agreement may be terminated without cause by either party upon giving thirty (30) days' written notice to the other party. No penalties will attach upon termination.

8. **Indemnification:**

The Washoe County School District and Washoe County agree to hold harmless, indemnify and defend each other, their officers, agents and employees from any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based upon bodily injury, including death or property damage, caused by any action either direct or passive, the omission, failure to act, or negligence on the part of the County or the School District, their respective officers, agents, and employees arising out of the performance of work under this Agreement.

9. **Limited Liability:**

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

10. **Applicable Law:**

Any disputes arising under this Agreement will be governed by the laws of the State of Nevada. Venue will be set in Washoe County.

11. **Incorporation:**

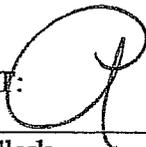
This Agreement, including the attachments identified herein, constitutes the entire Agreement between the parties with regard to the subject matter set forth herein, and supersedes all prior agreements, whether written or oral, made between the parties.

This Agreement may not be amended or assigned without the written consent of the governing boards of each party or their authorized representatives.

WASHOE COUNTY SCHOOL DISTRICT

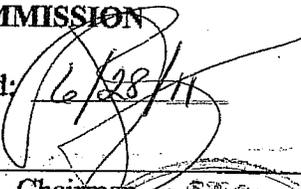
Dated: _____

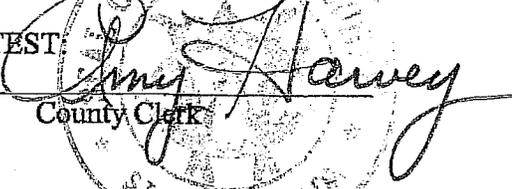
By: _____
Superintendent

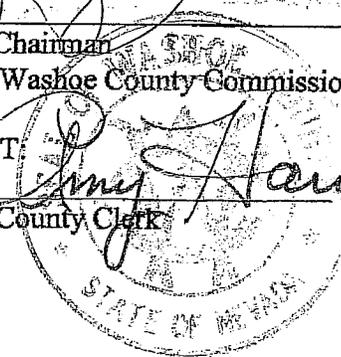
ATTEST:
By:  _____
Clerk

WASHOE COUNTY COMMISSION

Dated: 6/28/11

By:  _____
Chairman
Washoe County Commission

ATTEST:
By:  _____
County Clerk



RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC) Grant Program award in the amount of \$31,430.00, and

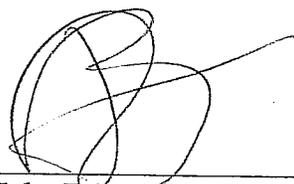
WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

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

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

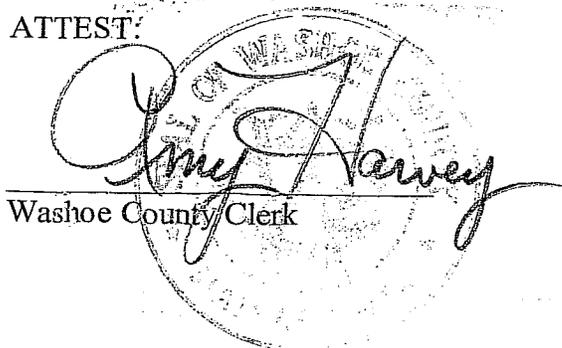
RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts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

ADOPTED this 28th day of June, 2011.



John Breternitz, Chairman

ATTEST:



Washoe County Clerk

11-555

AT (1)

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
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 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. 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 2011/2012 USER shall pay to WASHOE a fee of \$1043.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-000

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-26-11

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: _____ BY: Michael Hacy
WASHOE COUNTY SHERIFF

DATE: 6/28/11 BY: _____
WASHOE COUNTY BOARD OF COMMISSIONERS
CHAIRMAN

DATE: 6/28/11 ATTEST: [Signature]
WASHOE COUNTY CLERK



Seal of Washoe County, Nevada, featuring a central figure and the text "SEAL OF WASHOE COUNTY NEVADA" around the perimeter.

DATE: 5/8/2011 BY: [Signature]
USER

9/16/11

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

11-2008

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

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

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

11-26-2

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF CARSON 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 CITY OF CARSON 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. 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 2011/2012 USER shall pay to WASHOE a fee of \$24,848.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-5265

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. **MODIFICATION**: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-565

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: _____

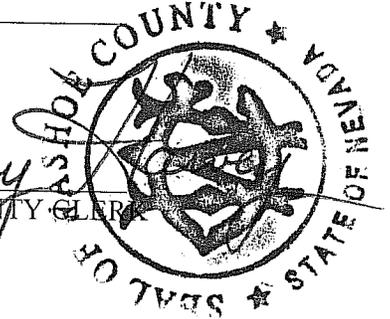
BY: *Michael Haley*
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF
COMMISSIONERS
BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



USER

DATE: 5/3/11 BY: _____

[Signature]

11-200

[Handwritten mark]

Exhibit B

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

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

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- Physical match
- Unknown substances
- Ignitable liquids (Arson)

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 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
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Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
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Forensic services within the existing capabilities of the laboratory do NOT include the following:

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

11-20-11

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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

11-01-11

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

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CHURCHILL COUNTY ON BEHALF OF
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 2011/2012 USER shall pay to WASHOE a fee of \$25,799.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-2003

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. **MODIFICATION**: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-565

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: _____
CHAIRMAN

DATE: 6/28/11

ATTEST: Amy [Signature]
WASHOE COUNTY CLERK



Seal of Washoe County, Nevada. The seal is circular with a central emblem depicting a mountain range and a river. The text around the seal reads "WASHOE COUNTY" at the top, "NEVADA" on the right, and "STATE OF" at the bottom. There are stars on either side of the word "NEVADA".

DATE: May 3, 2011 BY: _____

USER
Benjamin [Signature]

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

1-20

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

11-565

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

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

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-200

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

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

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit 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 2011/2012 USER shall pay to WASHOE a fee of \$31,545.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

CMC-11

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$39,297.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-20-11

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: _____

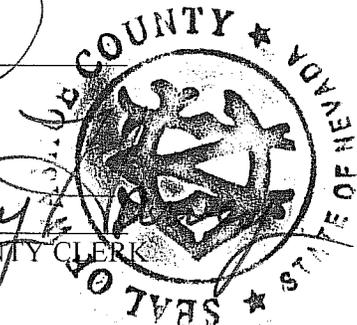
BY: *Theresa Hiley*
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: _____
CHAIRMAN

DATE: 6/28/11

ATTEST: *Amy [Signature]*
WASHOE COUNTY CLERK



DATE: _____

USER
BY: *Jan Patz*
SHERIFF Elko County

976(6)5

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-2002

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$36,143.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-565

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-0000

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: _____

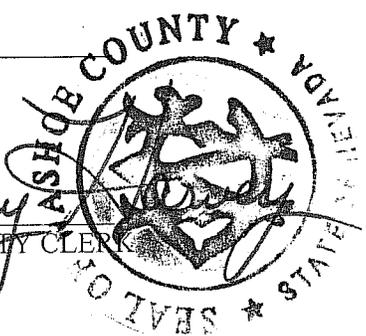
BY: *Michael Haley*
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *Amy [Signature]*
WASHOE COUNTY CLERK



SEAL OF WASHOE COUNTY NEVADA
SEAT OF JUSTICE STATE

DATE: 5/21/2011

USER
BY: *[Signature]*

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

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

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

11-503

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and 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 2011/2012 USER shall pay to WASHOE a fee of \$1,871.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-503

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-30-11

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: _____

BY: *Theresa Haley*
WASHOE COUNTY SHERIFF

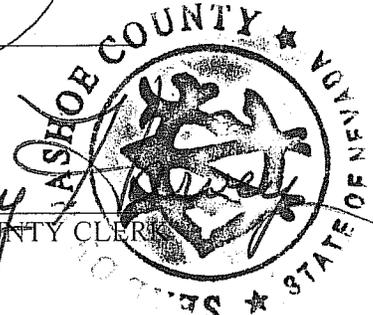
DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



11-565

USER

DATE: 5/16/2011

BY: *[Signature]*
Yreka County Commission Chairman

911(6)7

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

11-5603

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-200

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-20-11

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

WITNESSETH:

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

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

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

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

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

WASHOE staff shall be available, 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 2011/2012 USER shall pay to WASHOE a fee of \$22,456.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-00-11

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

1-2-11

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

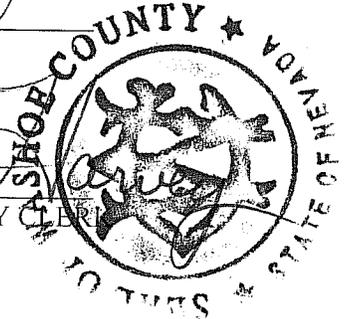
DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 6/8/11

USER

BY: [Signature]

11-000

9/16/11

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

11-20-02

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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 \$200.00 per sample

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and 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 2011/2012 USER shall pay to WASHOE a fee of \$15,050.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-2013

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-0000

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: _____

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY-BOARD OF COMMISSIONERS

DATE: 6/28/11

BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



SEAL OF WASHOE COUNTY NEVADA

USER

DATE: 4-28-11

BY: *Ed Kelly*

11-2011

911(6)9

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoepoint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-2003

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$6,416.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-000

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-500

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.

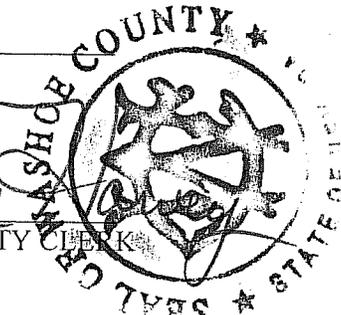
DATE: _____

BY: Melise Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF
COMMISSIONERS
BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: [Signature]
WASHOE COUNTY CLERK
 SEAL OF WASHOE COUNTY, NEVADA

DATE: 6-9-2011

USER
BY: Ron Unger

91(6)10

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

11-2003

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
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- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
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Latent Print Processing

- Appropriate chemical or powder processing of submitted items
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- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-505

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

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

WITNESSETH:

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

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

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

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

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

WASHOE staff shall be available, 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 2011/2012 USER shall pay to WASHOE a fee of \$3,208.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-200

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-0005

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: _____

BY: *Mark C. Haley*
WASHOE COUNTY SHERIFF

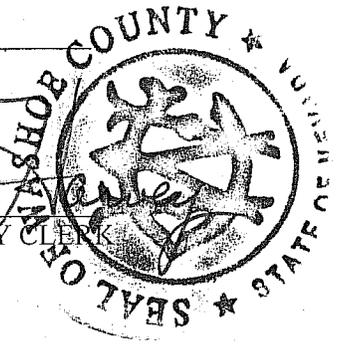
DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



11-000

USER

DATE: 2 MAY 11

BY: *[Signature]*

9M(6)11

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

11-200

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-3003

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-2003

**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. 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 2011/2012 USER shall pay to WASHOE a fee of \$42,238.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-2011

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-560

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.

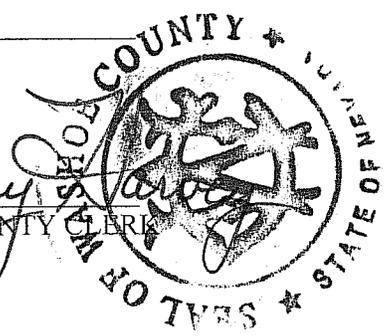
DATE: _____

BY: *Michelle C. Hoey*
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *Amy [Signature]*
WASHOE COUNTY CLERK


DATE: 05-19-11

USER
BY: *[Signature]*

9/12/12

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

1-1-20

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-5603

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-20-00

✓

**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. 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 2011/2012 USER shall pay to WASHOE a fee of \$4,692.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-200

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-200

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: _____

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

DATE: _____

Mineral
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: _____

BY: *J. E. ...*
CHAIRMAN

DATE: _____

ATTEST: *Cherrill ...*
WASHOE COUNTY CLERK
Mineral

USER

DATE: 05/18/2011

BY: *[Signature]*

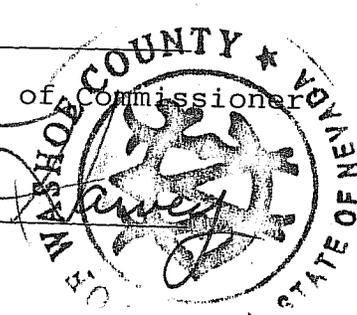
Date: 6/28/11

By: *[Signature]*

Washoe County Board of Commissioners
CHAIRMAN

Date: 6/28/11

ATTEST: *[Signature]*
Washoe County Clerk



11-565

9M(6)

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

11-2005

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

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

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

11-3003

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-200

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STATE OF NEVADA ON BEHALF OF
THE NEVADA DEPARTMENT OF WILDLIFE**

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 STATE OF NEVADA on behalf of the NEVADA DEPARTMENT OF WILDLIFE, 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 2011/2012 USER shall pay to WASHOE a fee of \$1,564.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-20-11

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-0000

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: _____

BY: _____
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/28/11

BY: 
CHAIRMAN

DATE: 6/28/11

ATTEST: 
WASHOE COUNTY CLERK



USER

DATE: 5/3/2011

BY: 

11-000

97(16)...

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

11-20-11

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

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

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

11-3003

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-2008

**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. 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 2011/2012 USER shall pay to WASHOE a fee of \$12,832.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-200

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-200

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/28/11

BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: [Signature]
WASHOE COUNTY CLERK



11-2009

DATE: _____

BY: [Signature]
USER

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

1/20

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-206

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

1-200

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$7,472.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-200

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-2009

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

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

DATE: _____

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

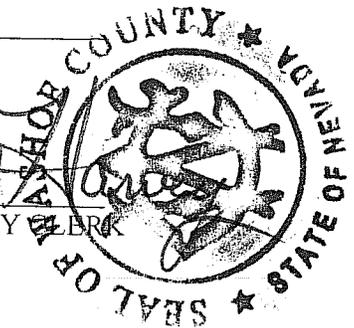
DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



USER

DATE: _____ BY: _____

[Signature]

500-11

9M(6)

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect 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 \$200.00 per sample

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

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

11-26-05

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- 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:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-200

**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 TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE
DEPARTMENT**

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

WITNESSETH:

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

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

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

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

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

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

11-500

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$2,406.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

11-2000

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, 2011 and terminate as of June 30, 2012.

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: Amy [Signature]
WASHOE COUNTY CLERK



USER

DATE: _____ BY: _____

Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College
[Signature]
Dr. Maria Sheehan
President
5-31-11
Date

11-3003

9/16/11

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

11-2005

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-525

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

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

11-20-08

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$17,376.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

11-505

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, 2011 and terminate as of June 30, 2012.

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.

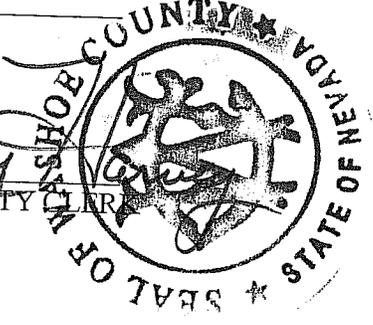
DATE: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: _____
CHAIRMAN

DATE: 6/28/11

ATTEST: Amy Gray
WASHOE COUNTY CLERK


USER

DATE: 6-8-11

BY: [Signature]

525-11

9/16/11

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

1-200

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
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Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

200-11

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

WITNESSETH:

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

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

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

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

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

WASHOE staff shall be available, 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 2011/2012 USER shall pay to WASHOE a fee of \$18,980.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-2011

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-2003

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

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

DATE: 5/19/11

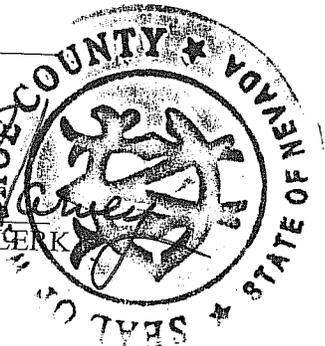
BY: [Signature]
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 5-26-11

BY: [Signature]

DATE: 5-26-11

BY: [Signature]
City Clerk

911(6)

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-2008

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-0000

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2011/2012 USER shall pay to WASHOE a fee of \$821.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-200

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-10-11

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: _____
CHAIRMAN

DATE: 6/28/11

ATTEST: Amy [Signature]
WASHOE COUNTY CLERK



USER

DATE: 05-05-2011

BY: [Signature]

11-000

9K(6)

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

1/2/20

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-2001

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-20-08

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

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

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 2011/2012 USER shall pay to WASHOE a fee of \$37,159.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

11-000

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-200

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: _____

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: *[Signature]*
CHAIRMAN

DATE: 6/28/11

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



USER

DATE: 05/04/2011

BY: *Robert Dangle*

COC-11

911(6) 21

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery 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
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

11-2003

DNA Analysis

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

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

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

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

11-26-05

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
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 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 2011/2012 USER shall pay to WASHOE a fee of \$535.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

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

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

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

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2011 and terminate as of June 30, 2012.

11-2605

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: _____

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 6/28/11

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: [Signature]
CHAIRMAN

DATE: 6/28/11

ATTEST: Amy [Signature]
WASHOE COUNTY CLERK



USER

DATE: _____

BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple 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.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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.

Shoeprint and Tire track Comparison

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

The INTERLOCAL AGREEMENT (the "Agreement"), dated May 20, 2010, entered into among the Western Regional Water Commission (the "Commission"), the Truckee Meadows Water Authority ("TMWA"), and Washoe County (the "County"), **is hereby amended by adding thereto the following subsection:**

2.10 Both TMWA and the County have requested the Commission to reimburse them for Reimbursable Expenses, as defined in subsection 2.9 above, in a collective amount not to exceed \$300,000 for the 2011/2012 fiscal year. The Commission has agreed to do so, upon the following terms and conditions.

The following subsections are hereby amended to provide as follows:

3.1.2 During the 2010/2011 and 2011/2012 fiscal years, TMWA and the County will, prior to either Party's entering into any contract in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses and prior to either Party's making any payment on any existing contract which would exceed a cumulative amount in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses, TMWA and the County shall jointly seek and obtain prior approval and authorization from the Commission. If prior approval and authorization is not practicable due to scheduling constraints, any such contract shall be presented to the Commission as soon as possible for ratification, and confirmation of contract payments as eligible Reimbursable Expenses.

3.1.3 During the 2010/2011 and 2011/2012 fiscal years, TMWA and the County shall, within thirty (30) days of the end of each quarter, jointly submit an itemized invoice, with detailed supporting documentation, to the Commission's contract administrator, for their

100-11

9060

respective requested Reimbursable Expenses for the preceding quarter. The jointly submitted itemized invoice shall be agreed upon between and signed by TMWA's General Manager and the County's Director of DWR.

3.2.3 The total amount of invoices paid from the Regional Water Management Fund pursuant to the terms of this Agreement shall not exceed the sum of \$300,000 for the 2009/2010 fiscal year, \$250,000 for the 2010/2011 fiscal year, and \$300,000 for the 2011/2012 fiscal year.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2011, regardless of the dates of execution by the Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

11-2011

Western Regional Water Commission

Dated this ___ day of June 2011

By [Signature]
Mike Carrigan, Chairman
Board of Trustees

Truckee Meadows Water Authority

Dated this ___ day of ___ 2011

By [Signature]
1 July 7 - TMWA meeting
ORIGINAL
Need TMWA (Carrigan) to sign

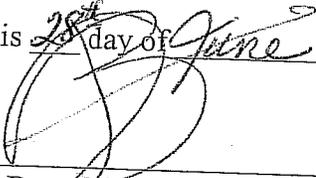
APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

By [Signature]
John B. Rhodes, Legal Counsel

[Signature]
Michael Pagni, Legal Counsel

Washoe County

Dated this 28th day of June 2011

By 
John Breternitz, Chairman
Board of Commissioners

APPROVED AS TO FORM:


Peter C. Simeoni, Deputy District Attorney

11-567

*First Amendment to Interlocal Agreement
Western Reg'l Water/TROWA/Washoe County*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 E. William Street, #108
Carson City, Nevada 89701
Phone: (775) 684-3636 Fax: (775) 684-3799

and

Washoe County

PO Box 11130
Reno, Nevada 89520-0027
Phone: (775) 785-5641 Fax: (775) 785-5640

11-5-12

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

WHEREAS, it is deemed that the services of Washoe County hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interests of the State of Nevada;

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

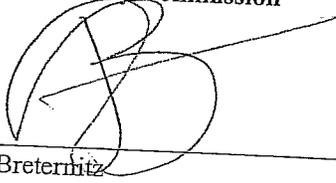
- 1. REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 3. CONTRACT TERM.** This Contract shall be effective July 1, 2011 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
- 4. TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
- 5. NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- 6. INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:
ATTACHMENT A: SCOPE OF WORK
- 7. CONSIDERATION.** The County agrees to provide the services set forth in paragraph (6) at a cost of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) per year OR an amount determined by DHCFP pursuant to NAC 422 Section 9.2 of the Nevada Register of Administrative Regulation: R033-10, with the total Contract or installments payable: as set forth in Attachment A, not exceeding \$3,000,000.00 (Three Million Dollars) for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.
- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION.
- a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County Commission



John Breternitz

6/28/11
Date

Chairman
Title

Department of Health and Human Services
Division of Health Care Financing and Policy

Lynn Carrigan

Date

Chief Fiscal Officer, DHCFP
Title

Charles Duarte

Date

Administrator, DHCFP
Title

Michael J. Willden

Date

Director, DHHS
Title

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

Washoe County IGT Scope of Work

1. This contract is undertaken between the Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and Washoe County (County) in an effort to provide a means by which funds allocated by County for certain indigent services can be combined with federal matching funds for persons eligible for Medicaid or other indigent individuals in Nevada. Nothing contained in this contract is intended to diminish the scope and quality of medical services provided to individuals qualified by eligibility standards adopted by County.
2. DHCFP and County, by joining in this contract, agree that existing medical coverage and services to individuals will be maintained in a manner so as to prevent the transfer of responsibility for medical care for such individuals from the State of Nevada to any county government in the state.
3. The parties agree that the services or activities to be performed are as follows:
 - a. County shall pay to DHCFP the lesser of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** per year or an amount determined by DHCFP pursuant to NAC 422 Section 9.2 of the Nevada Register of Administrative Regulation: R033-10,. Payment shall be made in quarterly payments as determined by DHCFP. The payment for each quarter shall be due no later than the 30th day of the first month of each quarter (July 30, October 30, January 30, and April 30). The source of funds for the payment must be in accordance with NAC 422 Section 9.2 of the Nevada Register of Administrative Regulation: R033-10.
 - b. In consideration of the payments specified above, DHCFP shall waive the County's obligation to pay for medical treatment for indigent inpatients pursuant to NRS 428.010, NRS 428.030 and NRS 450.500, for those indigent inpatients that are treated at Renown Regional Medical Center. For the purposes of this Contract, such obligation includes the obligation for all such payments to such hospitals for which the County is directly responsible including payments under NRS 428.235; provided, however, that this Contract does not affect the County's obligation to fund the Indigent Accident Fund pursuant to NRS 428.185 or the Supplemental Account pursuant to NRS428.305.
 - c. County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.015. County may use such

forms, as it deems appropriate for such determinations. County will make such reports for this purpose as may be prescribed by DHCFP.

4. Nothing in this contract shall be construed in such a manner as to limit the ability of County to determine eligibility for medical and financial assistance to indigent persons in accordance with NRS 428.015.
5. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. The parties hereby agree that all information regarding individuals receiving services as a result of this contract is and shall remain confidential, and shall not be disseminated by any party except for purposes directly related to the provision of services under this contract. See NRS 428.045(3).
7. The parties must expend and account for contract funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:
 - a. permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable contract or regulatory requirements and statutes; and
 - b. provide information pertaining to the actual cost of making eligibility determinations pursuant to NRS 428.015 and this contract.
8. The parties shall comply with all applicable local, state, and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.