

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

TUESDAY

10:00 A.M.

SEPTEMBER 12, 2017

PRESENT:

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

Jan Galassini, Chief Deputy County Clerk
John Slaughter, County Manager
David Watts-Vial, Deputy District Attorney

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

Chair Lucey asked for a moment of silence to honor the passing of Mr. Jim Berkbigler, the husband of Commissioner Berkbigler.

17-0696 **AGENDA ITEM 3** Public Comment.

Mr. Ryan Gerchman stated he was a social work student at the University of Nevada, Reno. He spoke regarding an upcoming event sponsored by Truckee Meadows Healthy Communities (TMHC). He said the Remote Area Medical (RAM) mobile outreach clinic traveled throughout the United States providing free medical care for the uninsured and underinsured. He explained the services provided included general medical, dental, vision, preventative care and education. He said the event was in need of additional volunteers. He provided a handout, which was placed on file with the Clerk.

Mr. Sam Dehne spoke about the media, the lighting in the Chambers, the proposed ice rink in Reno, Tesla, Amazon and the open meeting law.

Ms. Beth Macmillan introduced herself as the Executive Director of Artown. She expressed her condolences to Commissioner Berkbigler. She thanked the Board for its support of the arts and Artown. She said this year was an exceptional year with 500 events at 100 different locations, which included some events on County properties. She said Krysta Bea Jackson from Sugar Love Chocolates, a local chocolatier, used the designs from the Artown poster and created inspired sets of chocolates that were only available during Artown. She presented a box of the unique chocolates to each of the Commissioners and to the County Manager.

Mr. Tom Noblett thanked the Commissioners for their help with the removal of the abandoned cars near his property. He presented the Board with a large bag of cashew nuts as a token of his appreciation. He wanted to donate \$40 to the people affected by the hurricane in Florida and he thought the Commissioners would know how to get the money to the people who needed help.

Ms. Denise Ross stated she updated and maintained the Lemmon Valley flood relief and assistance Facebook page. She noted there were nearly 550 members in the Facebook group and the majority were from the Lemmon Valley area. She said she was grateful Lemmon Drive was re-opened, but she thought more improvements needed to occur. She expressed her concerns about a bump on Lemmon Drive and she noted it was nearly impossible to maneuver the bump while towing a horse trailer. She spoke regarding a suggestion to pump water from Swan Lake through the Truckee Meadows Water Reclamation Facility (TMWRF). She explained the suggestion was unfavorably received and she hoped the Board could assist with the process as she thought it was a viable suggestion. She stated there was a need for more police patrol in Lemmon Valley and she asked the Board to represent the people of Lemmon Valley.

Ms. Tracy Hall stated she was a Lemmon Valley resident who was still displaced from her home. She said she had not heard any information about a resolution or a buyout and wanted to know what the future held for her home. She stated her land still had water on it and the septic tank remained underwater. She expressed her gratitude for the temporary housing that was provided, but she was disappointed with the Mayor of Reno for the lack of answers and progress. She stated she continued to pay property taxes on a home and land that was uninhabitable.

17-0697 AGENDA ITEM 4 Announcements/Reports.

County Manager John Slaughter stated Agenda Item 5H1 would be removed and brought back to a future meeting. He said regarding Agenda Item 26 there was no need for a closed session.

Commissioner Hartung stated he and Chair Lucey attended a meeting at the Nevada Water Innovation Campus. He said the group was comprised of highly educated, highly respected people from the world of water engineering. He noted Dr. Krishna Pagilla, Professor and Environmental Engineering Program Director at the University of Nevada, Reno, was working on a research project related to effluent re-use. He stated Dr. Pagilla was working in conjunction with Rick Warner from the Water Environment Federation. He asked the Board to allow Dr. Pagilla to conduct a presentation at a Board of County Commission Meeting. He expressed his concerns about the future of the community if the County did not learn to effectively recycle effluent water. He stated the Nevada Department of Transportation (NDOT) Deputy Director David Gaskin also attended the meeting because NDOT owned water rights from the water that came off the roads. He wanted staff to work with Mr. Warner regarding effluent and bring information back to the Board. He hoped in the next budget cycle there could be funding for additional effluent research. He explained it had been a record

precipitation year not only for Northern Nevada, but also for areas affected by hurricanes Harvey, Irma and Jose. He stated the Federal Emergency Management Agency (FEMA) approved aid for 103,000 people totaling more than \$66 million. He noted the cost and cleanup for the hurricane damage was estimated at between \$40 and \$75 million dollars. He thought with climate change these types of events would continue to occur. He wanted a plan to be created for future climate change issues. He asked staff to bring back the issue of a traffic signal at Calle de la Plata. He noted improvements had occurred at the location, but it was still a dangerous and potentially fatal area for commuters.

Commissioner Jung stated she would be attending an accelerated version of American Red Cross training and she would be deployed for two weeks to assist in critical areas. She said she was organizing a drive to fill a donated semi-truck with goods and supplies to assist the affected residents and noted she had 10 volunteers dedicated to taking the trip with her. She attended the 50th anniversary of the celebration of the Sun Valley General Improvement District (GID). She said for 50 years they had provided the water system to the citizens in Sun Valley. Currently they also provided parks and recreation programs. She explained she was participating in the Supplemental Nutrition Assistance Program (SNAP) 7-day challenge scheduled for September 14th through September 20th. She said the challenge was to eat healthy for \$20.30 a week, which was equal to the amount a single person received through SNAP. She noted she would blog and document the difficulties of eating healthy on \$20.30 a week.

Commissioner Berkbigler thanked the staff and Commissioners for the outpouring of love and support she received. She thanked Chair Lucey for attending meetings for her while she was handling family issues.

Chair Lucey stated it was a busy month for all the Commissioners even though the Board only conducted one meeting in the month of August. He said the Commissioners utilized the time to catch up on work and be involved with events. He explained the United States President visited the community and he was able to discuss some of the issues and challenges in the County. He said meetings regarding bike share programs had occurred for the downtown area. He noted Congress was off during the month of August, but some of the leaders were in town. He said Congressman Amodei held an infrastructure summit that many regional leaders attended. Attendees included people involved with building, roads, mass transit, schools, media, and Chairman Ajit Pai from the Federal Communications Commission (FCC). He stated Chairman Pai visited the community and wanted to ensure rural areas received the telecommunications and internet structure that could be lacking. He commended Commissioner Hartung for his advocacy and the time he dedicated to being a spokesperson for water issues in the region. He said there was either too much of it or it was the wrong kind, but water was considered gold in the high desert. He said he looked forward to the research, direction and unification that would come out of the Nevada Water Innovation Campus. He thought there would be many benefits to the community. He thanked Division Director of Engineering and Capital Projects Dwayne Smith for his assistance with water issues. He stated the County had a wonderful special events period with the Barracuda Championship, Hot August Nights, the Best in the West Nugget Rib Cookoff, and the

Reno Great Balloon Race that was sponsored in part by the County. He said Rancho San Rafael Park was one of the many parks within the County and thousands of people attended or participated in the balloon race each year. He noted the balloon race was and would continue to be a free event for the public. He stated he and Commissioner Jung traveled in search of better health care options and better processes for the detention facility.

Commissioner Hartung said he had a conversation with some of the officials from the balloon race and they asked for a location that was not surrounded by weeds to park the propane truck. There was concern about filling the hot air balloon propane tanks with a flammable gas in such close proximity to the dried weeds.

Chair Lucey mentioned during Hot August Nights, the Board allowed a new vintage trailer event to take place at Rancho San Rafael Park. He said the event was very successful and larger than anticipated for its first year. He looked forward to the return of the vintage trailer event next year. He acknowledged the Nevada Task Force One was present during the Lemmon Valley flooding and assisted with rescues and evacuations. He said they were dispatched to assist with hurricane Harvey and he wanted to ensure they were recognized for their hard work. He explained the task force was comprised of members of the Clark County Fire Department, Las Vegas Fire and Rescue, North Las Vegas Fire Department, Henderson Fire Department and many other agencies from across the State. He said the communities came together even in times of great discontent and malice in the Country. He noted the need for continued support was important when dealing with issues of this nature.

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

CONSENT AGENDA ITEMS – 5A1 THROUGH 5G2 AND 5H2 THROUGH 5N3.

- 17-0698** **5A1** Approval of minutes for the Board of County Commissioner’s regular meetings of July 18, 2017 and July 25, 2017. Clerk. (All Commission Districts.)
- 17-0699** **5A2** Approval of minutes for the Board of County Commissioner’s Board Retreat of August 1, 2017 and regular meeting of August 8, 2017. Clerk. (All Commission Districts.)
- 17-0700** **5A3** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)
- 17-0701** **5B** Accept [\$60,000.00] FY 2017-18 Sober 24 Grant Program Income, received by Washoe County through collection of drug and alcohol testing fees, related to Office of Traffic Safety Grant Award, retroactive from July 1, 2017 through September 30, 2017; and direct Comptroller to make the

appropriate budget amendments. Alternative Sentencing. (All Commission Districts.)

- 17-0702** **5C** Approve award of RFP 3014-17 for a Waste Characterization Study to Sloan Vazquez McAfee in the approximate amount of [\$107,470.00], if approved, authorize the Purchasing and Contracts Manager to execute the agreement. Comptroller. (All Commission Districts.)
- 17-0703** **5D** Recommendation to acknowledge a grant award to support the Domestic Violence Compliance Court program, from the Nevada Office of the Attorney General to the Reno Justice Court [\$20,000.00 I 25% in-kind match required], retroactive from July 1, 2017 to June, 30 2018; and direct the Comptroller to make the appropriate budget adjustments. Reno Justice Court. (All Commission Districts.)
- 17-0704** **5E** Acknowledge Receipt of the Report of Sale- July 18, 2017 Delinquent Special Assessment Sale [Sale Proceeds \$52,430.20]. (No Fiscal Impact). Treasurer. (Commission District 5.)
- 17-0705** **5F** Approve the Travel/Training request for two (2) individuals from each of the primary Public Safety Answering Points (PSAPs) of Reno, Sparks and Washoe County, to attend up to a total of four (4) Public Safety Training Courses in an amount not to exceed [\$30,000] for travel and not to exceed [\$15,000] for seminars and training for Fiscal Year 2017-2018. Total expenditures not to exceed [\$45,000] to be funded within the adopted operating budgets of the E911 Fund. Technology Services. (All Commission Districts.)
- 17-0706** **5G1** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2015/2016 and 2016/2017 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$7,794.96]. Assessor. (Commission Districts 2, 3, 4, 5.)
- 17-0707** **5G2** Approve the sole source exemption and contract to purchase The Sidwell Company's Parcel Administrator and Annotation Toolset software and professional services in the amount of [\$127,116.00] to convert GIS data to parcel fabric to manage digital cadastral records in a central environment with the latest version of ArcGIS and authorize the Purchasing and Contracts Manager to execute the agreement and authorize the expenditure. Assessor. (All Commission Districts.)

- 17-0708** **5H2** Approve an Employee Residence Agreement between Washoe County and Scott DeWitt (Community Services Department, Operations Division) to allow occupancy within the County-owned residence located at 180 Del Ora, Gerlach, Nevada. Community Services. (Commission District 5.)
- 17-0709** **5H3** Approve: (1) the purchase of one new additional 66,000 GVWR Truck Cab/Chassis from Sierra Freightliner Sterling Western Star Inc., 1550 E. Greg St., Sparks, NV 89431 [\$119,137.00] utilizing Washoe County Bid #3007-17; and (2) approve the purchase of one new additional Williamsen-Godwin dump truck body equipped with hydraulics and tarping systems, Henke HXC-2000 V-Box spreader and Henke reversible snow plow from Enoven Truck Body & Equipment, 2904 Duluth St., West Sacramento, CA 95691 [\$118,155.00] utilizing State of Nevada Bid No. 8548 pursuant to the joinder provision of NRS 332.195; and (3) approve the asset reassignment of this vehicle from Roads Division Fund 216 to Equipment Services Division Fund 669 and direct the Comptroller's Office to make the appropriate asset adjustments. Community Services. (All Commission Districts.)
- 17-0710** **5I1** Approve amendments totaling an increase of [\$8,422.00] in both revenue and expense (no required match) to the FY18 Comprehensive Tobacco Prevention and Control Program IO#11128; direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0711** **5I2** Approve amendments totaling an increase of [\$19,250.00] in both revenue and expense (no required match) to the FY18 Women, Infants and Children (WIC) Program IO#10031; direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0712** **5J1** Approve an Interlocal Agreement with Storey County for the purpose of providing a Senior Nutrition Program through the Human Services Agency October 1, 2017 to September 30, 2019 and authorize the Chairman to sign the agreement. Human Services Agency (All Commission Districts.)
- 17-0713** **5J2** Approve a second supplemental grant award from the Nevada Aging and Disability Services Division for the Older Americans Act Title III Programs: Nutrition Services Incentive Program [\$131,511; no match required] retroactive from October 1, 2016 through September 30, 2017; authorize the Department to execute the grant award and direct Comptroller to make the appropriate budget amendments. Human Services Agency. (All Commission Districts.)

- 17-0714** **5J3** Approve FY17 Federal Title IV-B Subpart 2 grant in the amount of [\$29,573; \$7,393 County match] from the State of Nevada, Division of Child and Family Services to support caseworker visits retroactively October 1, 2016 through September 30, 2017; authorize the Director of Human Services Agency to execute the grant; and direct the Comptroller's Office to make the appropriate budget amendments. Human Services Agency. (All Commissions Districts.)
- 17-0715** **5K1** Recommendation to approve the reclassification for Sparks Justice Court of "Court Clerk I" position (#70000341) to "Court Technology Business Systems Analyst I", from pay grade J130, hourly range of \$22.78 to \$30.75, to pay grade J176 the hourly range of 27.02 to \$35.11, effective September 12, 2017, and direct the Comptroller's Office to make the appropriate budget appropriation transfers [\$0 net impact]. Sparks Justice Court. (All Commission Districts.)
- 17-0716** **5K2** Acknowledge a Specialty Court General Fund Allocation [\$35,050, no County match required] from the Judicial Council of the State of Nevada to the Sparks Justice Court, to be paid in quarterly installments, retroactive July 1, 2017 through June 30, 2018; and direct the Comptroller's Office to make the necessary appropriate budget adjustments. Sparks Justice Court. (Commission Districts 4.)
- 17-0717** **5L1** Approve the issuance of Request for Proposal #3028-17 for consulting services for a review of remittances of E911 fees and telecommunications business license fees. Manager. (All Commission Districts.)
- 17-0718** **5L2** Approve Commission District Special Fund disbursement [in the amount of \$1,000] for Fiscal Year 2017-2018; District 4 Commissioner Vaughn Hartung recommends, [\$1,000] grant to The First Tee of Northern Nevada to help support the National School Program at one elementary school in Washoe County; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 4.)
- 17-0719** **5L3** Approve Commission District Special Fund disbursement [in the amount of \$3,000] for Fiscal Year 2017-2018; District 1 Commissioner Marsha Berkbigler recommends [\$3,000] grant to the Shakespeare Animal Fund to provide veterinary services to low-income seniors, the disabled and retired veterans; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 1.)

- 17-0720** **5L4** Approve the renewal of the Agreement for appointed Counsel Administrator Services between the County of Washoe and Robert Bell, Esq., for professional legal services as the Appointed Counsel Administrator for the period October 1, 2017 through June 30, 2018 [not to exceed \$115,875.00] and if approved, authorize the County Manager to execute the contract. Manager. (All Commission Districts.)
- 17-0721** **5L5** Approve, on staff recommendation that the board nominate; John Slaughter and Jeremy Bosler to the Nevada Right to Counsel Commission as the Washoe County Commission’s nominees to submit to the Governor to fill a term to end on June 30, 2019. Manager. (All Commission Districts.)
- 17-0722** **5M1** Approve agreements between Washoe County and the following counties and agencies: Alpine County, Carson City, Elko County, Esmeralda County, Eureka County, Humboldt County, Lander County, Lassen County, Lyon County, Mineral County, Nevada Department of Corrections, Pershing County, Plumas County, and Storey County for forensic pathology services provided by the Washoe County Regional Medical Examiner’s Office for a period of up to three years effective retroactively on July 1, 2017. Regional Medical Examiner. (All Commission Districts.)
- 17-0723** **5M2** Approve agreement between Washoe County and the City of Reno for a temporary donation of artwork for display at the Washoe County Regional Medical Examiner’s Office for a period of up to three years. Regional Medical Examiner. (All Commission Districts.)
- 17-0724** **5N1** Approve a Memorandum of Understanding between the Washoe County Sheriff’s Office and the City of Sparks, Parks to provide reimbursement for one (1) FTE Inmate Work Program Leader in the amount of [\$62,855.52] for the retroactive period of 07/01/2017-6/30/2018. Sheriff. (Commission Districts 3 & 5.)
- 17-0725** **5N2** Approve Amendment #3 to Interlocal Contract between Public Agencies: Between the State of Nevada of behalf of the Gaming Control Board and Washoe County on behalf of Washoe County Sheriff’s Office Forensic Science Division for Forensic Services for the retroactive extended term of July 1, 2017 through June 30, 2019 with an income of [\$1,500 plus any requested crime scene services at \$250/investigator/hour] for each fiscal year 2018 and 2019. Sheriff. (All Commission Districts.)

17-0726 5N3 Approve acceptance of [up to \$14,400.00, no County match required] in Joint Law Enforcement Operations (JLEO) funding from the Federal Bureau of Investigation to reimburse Washoe County Sheriff's Office for equipment purchases to be used in JLEO task force investigations for the retroactive grant period of 8/23/17 to 9/15/17. If approved, direct Comptroller's Office to make necessary budget adjustments. Sheriff. (All Commission Districts.)

Commissioner Jung highlighted donations from Commissioner Hartung for the First Tee of Northern Nevada to help support the National School Program; from Commissioner Berkbigler for the Shakespeare Animal Fund to provide veterinary services to low income seniors, the disabled and retired veterans; and the City of Reno for the temporary donation of artwork for the Regional Medical Examiner's Office. She noted the donations were heartfelt and for great causes.

On the call for public comment, Mr. Sam Dehne commended County Manager John Slaughter for the larger font on the agenda. He spoke regarding the dim lighting in the room, Storey County and Tesla.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5G2 and 5H2 through 5N3 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5G2 and 5H2 through 5N3 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 10 THROUGH 13 AND 15 THROUGH 23.

17-0727 AGENDA ITEM 10 Recommendation to acknowledge a grant award of [\$231,336, no County match required], awarded to the Second Judicial District Court from the State of Nevada, Administrative Office of the Courts, retroactive July 1, 2017 through June 30, 2018 for support of the Specialty Court programs, and direct the Comptroller's Office to make the necessary budget adjustments. District Court. (All Commission Districts.)

There was no public comment on this item.

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

17-0728 **AGENDA ITEM 11** Recommendation to approve the sole source exemption to purchase the STRmix expert DNA analysis system from NicheVision Forensics LLC at a cost of [\$175,800.00] using funds from the 2015 DNA Backlog Reduction Grant (IO 11283). Sheriff. (All Commission Districts.)

There was no public comment on this item.

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

17-0729 **AGENDA ITEM 12** Recommendation to: (1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County FY 17-18 Roofing Rehabilitation Project [staff recommends State Roofing Systems, Inc., in the amount of \$484,183.00]; and if awarded, (2) approve the purchase of roofing materials from Garland, DBS [in the amount of \$711,953.78] utilizing Cobb County Georgia Bid No. 14-5903 pursuant to the joinder provision of NRS 332.195; (3) approve a separate \$50,000, project contingency fund; and (4) direct the Comptroller's Office to make the necessary budget adjustments. Community Services. (Commission District 3.)

There was no public comment on this item.

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

17-0730 **AGENDA ITEM 13** Recommendation to approve the purchase of three Williamsen-Godwin dump truck bodies equipped with hydraulics and tarping systems, Henke HXC-2000 V-Box spreaders and Henke reversible snow plows from Enoven Truck Body & Equipment, 2904 Duluth St., West Sacramento, CA 95691 [\$354,465.00] utilizing State of Nevada Bid No. 8548 pursuant to the joinder provision of NRS 332.195. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

17-0731 **AGENDA ITEM 15** Recommendation to: (1) execute an Ice Arena Development Agreement between Washoe County and the Greater Reno Community Ice Skating Association (GRCISA) based on the unsolicited proposal for an ice-arena facility and related improvements to be located at the Washoe County South Valleys Regional Park; and (2) authorize

the County Manager to execute, after a land survey and parcel map are completed, a Ground Lease between Washoe County and GRCISA for a six-acre parcel in the South Valleys Regional Park on which GRCISA will have the proposed ice-arena facility and related improvements constructed. Community Services. (Commission District 2.)

On the call for public comment, Mr. Joel Grace thanked the Board for approving the ice rink and the South Valleys Master plan. He thanked the Board for its support.

Chair Lucey thanked Mr. Grace and his staff for what they did to create an ice rink in the South Valley Master Plan. He expressed the importance of these types of entertainment and sporting events.

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

17-0732 **AGENDA ITEM 16** Recommendation to: (1) accept a grant award from the U.S. Department of Interior Bureau of Reclamation for the Northern Nevada Indirect Potable Reuse Feasibility Study [\$148,831.74 with a match of \$148,831.74] for the period beginning the date the Bureau signs the Assistance Agreement through December 31, 2018; (2) authorize Community Services Department Director to execute the Assistance Agreement; and (3) direct the Comptroller's Office to make the necessary budget amendments. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 16 be accepted, authorized and directed.

17-0733 **AGENDA ITEM 17** Recommendation to approve Social Services Block Grant: Title XX Subgrant award from the State of Nevada, Department of Health and Human Services, Office of Community Partnerships and Grants in the amount of [\$655,775] to promote reunification, safety, educational support and normalcy for children in care retroactive July 1, 2017 through June 30, 2018; authorize the Agency to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments. Humans Services Agency. (All Commission Districts.)

There was no public comment on this item.

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

17-0734 **AGENDA ITEM 18** Recommendation to approve an Intrastate Interlocal Contract Between Public Agencies, Nevada Department of Health and Human Services Division of Health Care Financing and Policy and Washoe County, in an annual amount of FY18 [\$1,465,165] and FY19 [\$1,429,996] for the period retroactive from July 1, 2017 through June 30, 2019 for the Disproportionate Share Program for certain indigent services. Human Services Agency. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 18 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

17-0735 **AGENDA ITEM 19** Recommendation to approve the recruitment process for appointment of a new Alternate Public Defender. [No fiscal impact.] Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

17-0736 **AGENDA ITEM 20** Recommendation to approve requests for reclassifications of a Sheriff Support Specialist, pay grade H, to Program Assistant, pay grade K, a Detention Programs Coordinator, pay grade M, to Community Engagement Manager - Sheriff's Office, pay grade P, and an increase in the pay grade of Public Information Officer from L to N (Sheriff's Office); an Assistant Public Works Director, pay grade V, to Civil Engineer II, pay grade NO, a Senior Environmental Engineer, pay grade OP, to Senior Licensed Engineer, pay grade RS, (Community Services); and the creation of a new classification of Deputy Clerk - County Commissioners Trainee, pay grade H (Clerk's Office) as reported to the Job Evaluation Committee. [Net fiscal impact is estimated at \$3,528.] Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

17-0737 **AGENDA ITEM 21** Recommendation to approve the attached resolution to transfer [\$3,000,000] from the County's Stabilization Account to the Roads Fund to pay expenses incurred by Washoe County to mitigate the effects of the flood-caused natural disasters declared in January 2017 and February 2017, and direct the Comptroller's Office to make the appropriate budget appropriation transfers. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

17-0738 **AGENDA ITEM 22** Recommendation to approve a reorganization of the County Manager's Office and associated position changes to include the reclassification of the Director of Community Services to a third Assistant County Manager position, and the elimination of the Director, Management Services position and job title as vetted through and approved by the Hay Group. Net fiscal impact is estimated at a [savings of \$186,523]. Manager. (All Commission Districts.)

There was no public comment on this item.

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

17-0739 **AGENDA ITEM 23** Request by the County Manager through the County Clerk, pursuant to Washoe County Code 2.030, to initiate proceedings to amend Washoe County Code Chapter 5 to reorganize the Office of the County Manager, including eliminating the Director, Management Services position; and direct the Clerk to submit the request to the District Attorney for preparation of a proposed ordinance change pursuant to Washoe County Code 2.040. Manager. (All Commission Districts.)

There was no public comment on this item.

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

11:05 a.m. **The Board recessed.**

11:13 a.m. **The Board reconvened with all members present.**

17-0740 **AGENDA ITEM 6** Appearance: Heather Condon, Pretrial Services Manager Second Judicial District Court Presentation and update on Second Judicial District Court Pretrial Services, [10 minutes]

Second Judicial District Court (SJDC) Pretrial Services Manager Heather Condon conducted a PowerPoint presentation entitled Pretrial Services SJDC. She reviewed the presentation slides entitled: Overview; NPRA & Praxis; Overrides – May; Statistics; Pending Issues; Supreme Court Meeting Update; Nevada Pretrial Risk (NPR) Assessment form; NPRA Release & Supervision Praxis; Pretrial Services Monthly Statistical Report July 2017; Prisoner Type/Charge Level Averages; Average Length of Stay by Inmate Type; Average Daily Population; and a letter from Sheriff Chuck Allen regarding Booking Data Related to Pre/Post Bail Restructuring. She stated a Nevada Pretrial Risk Assessment (NPRA) was completed on almost everyone entering the detention facility with a new charge. She noted Reno Municipal Court decided to supervise their own cases as of August 22nd, which would eliminate some of the work her team had to perform for their Court. However, it would not eliminate the need for additional pretrial staff. She stated the goal was to ensure the proper people were in custody by assessing risk and releasing those whose risk could be mitigated by community supervision. She provided updated slides, which were placed on file with the Clerk.

Commissioner Jung thanked Ms. Condon for the presentation and noted the pilot program seemed to be successful by incarcerating the people who needed to be detained and quickly processing and releasing those who did not need to be incarcerated. She noted releasing the people who were less of a risk to themselves or society could help them to retain their employment and living situations. She expressed her gratitude for the positive changes made because of this program.

Ms. Condon stated Nevada was the only state that was conducting the NPRA and had removed the bail schedule.

Chair Lucey asked Judge Elliott Sattler to speak about his thoughts regarding the progress made over the past year.

Judge Sattler stated the benefit to the community would be amazing. The focus was to not reduce the population of the jail, but to ensure the proper people were in jail and watched over. He noted protecting constitutional rights and ensuring the community was safe was his focus. He said it was difficult to balance and explained in the District Court and in limited jurisdiction courts, judges were required to review every arrest case. He stated it was an immense amount of additional work for the judges and said the pretrial services workload had doubled. He was pleased the program was working and they were ensuring the right people were where they needed to be. He said he learned that people who were in custody and away from their families for 72 hours or more generally lost their homes, children and employment. The impact of 72 hours was dramatic for most people. He said many people were in custody because they were indigent or had substance abuse issues and did not have the resources to post bail. He

explained they were working to ensure the system worked for people and protected the community, because the most dangerous people would remain in custody awaiting trial.

Commissioner Hartung said this was a wonderful process. He thanked Chair Lucey and Commissioner Jung for the hard work they put into this program and the Sober 24 program. He thought the reduction in the jail population indicated the success of the pretrial assessments. He said the program identified the people who were not at risk and did not need to be incarcerated. He thought it forced people to be accountable for their behavior.

Chair Lucey said this had been a long challenging year and he thanked Ms. Condon and staff for the many hours put into this program. He explained it was an important program that had been worked on for many years. He said it was a combined effort to create the processes and to implement them. He knew there continued to be challenges and he wondered if solutions were being sought regarding the accuracy of data provided by the State.

Ms. Condon stated the Supreme Court group that she, the Judges, the Public Defender and the District Attorney were a part of was forming a subcommittee to discuss the issues with the criminal history database. The first issue was to determine which data was correct. Her team also knew about detainees having more severe prior statistics and it was their job to review the entire history. She said once the history was reviewed it could be determined if overrides were needed to adjust the numbers reported. There was a plan in place to work with the data issue and obtain the correct information.

Chair Lucey mentioned the archaic software used to transfer records from one department to another was not effective. He asked if discussion had occurred regarding updating the technology. He said a unified software system was necessary so information and documents could be shared between departments.

Ms. Condon said improving the case management system was a priority. She said conversations occurred with the Washoe County Court Technology Staff along with technology representatives from the Reno and Sparks Justice Courts, the Reno Municipal Court and the Second Judicial District Court. She noted when demonstrations of systems were conducted the group attempted to ensure the systems would communicate with each other effectively without duplicating efforts. There had been conversations with the County's Information Technology Department regarding the jail database, Tiberon. She explained all the court systems used the Odyssey software for case management except for the Sparks Municipal Court. She noted staff was requesting quotes for new pretrial module software. She said if they could piggyback off a current system it should be easier to share information with all the involved departments.

Chair Lucey stated it was imperative to receive the correct data. He said the Building Department had a software program that allowed all the communities to communicate with each other regarding the status of a permit. He indicated pretrial information sharing was important in regards to tracking individuals through the system.

He urged all departments present to continue to work together to find a unified solution. He stated the County was losing traction based upon the inability to process data in a timely manner. He explained this issue needed to be a top priority. He thanked Ms. Condon and Judge Sattler for their work on this program. He stated the program benefited the entire community.

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

17-0741 **AGENDA ITEM 7** Update on the 2017 North Valleys Flood Incident and possible direction to staff to: 1) Affirm the continued flood response activities related to the 2017 January and February floods; 2) Develop a flood response plan for North Valleys closed hydro-basins; 3) Develop a flood mitigation plan for North Valleys closed hydro-basins; 4) Pursue the application process for a Federal Emergency Management Agency Hazard Mitigation Grant, for the possible purchase of specific residences located within the Swan Lake floodplain that were impacted by the 2017 Presidentially declared February flood. Community Services. (All Commission Districts.)

Community Services Division Director of Engineering and Capital Projects Dwayne Smith conducted a PowerPoint presentation entitled 2017 North Valleys Flood Update. He noted staff continued to work to resolve issues created by the flooding. He reviewed the presentation with slides entitled: Updates; Planning for the Next 10 Months; Flood Response Plan; Flood Mitigation Plan; Next Steps; and Questions. He stated there were several items in the staff report for the Board's individual consideration. He reviewed a chart of the water table and mentioned once the seasonal precipitation started, the water levels could increase again. He stated the County was maintaining the contracts for the Hesco Barriers, the water pumps and the dive teams to protect the Lemmon Valley residents. He asked the Board to consider establishing a flood response plan by providing direction to staff. He noted the cost of the plan would be approximately \$75,000. He said an immense amount of knowledge was gained over the past year about responding to floods. He mentioned many people were concerned and questioned why the County did not respond to the suggested resolutions for the area and he explained that anything the County did to resolve the flood issues had to be approved by the Federal Emergency Management Agency (FEMA). He said many suggestions seemed to be possible solutions, but the County was not equipped with the knowledge or equipment to determine costs or to implement those types of processes. He stated before any processes could be implemented, a risk assessment would need to be performed to determine the probability of additional flooding, and if flooding did occur again what level of protection would be needed. He explained a FEMA Hazard Mitigation Grant Program could possibly provide the County the ability to purchase homes located within the flood plan and damaged areas. The purpose would be to acquire the properties, remove the homes and change the lots into open space. He stated this program was voluntary. Deed restrictions would be placed on the purchased properties and they would become open space properties in perpetuity. He noted the application for the program would be due in February of 2018. He indicated 10 homes were being considered for the application

process, but there would be discussions with the homeowners and other agencies before the application process would be started. He said it was a lengthy process and he asked the Board for direction to pursue the application process. He stated the FEMA Grant required a match of 25 percent. The match could be fulfilled with staff time, appraisals, environmental studies, engineering studies and other types of research. He stated all of the requests would need to be brought back to the Board for approval. He provided the PowerPoint presentation, which was placed on file with the Clerk.

Commissioner Jung thanked Mr. Smith for his due diligence. She wondered if the \$75,000 for a Flood Response Plan was only for the Lemmon Valley closed hydro basin or if it included all the hydro basins at risk of flooding.

Mr. Smith stated the intent would be to address Lemmon Valley, Swan Lake, Silver Lake and White Lake in a closed basin response plan.

Commissioner Jung asked for a report related to the level of risk to the other closed basins.

Commissioner Jung mentioned she was looking forward to deploying somewhere with the Red Cross so she could witness what truly occurred during a major catastrophe and learn some best practices for dealing with floods. She noted the closed basins did not flood every year but there was potential for that to happen. She spoke regarding changes in the climate and said there would be more weather events similar to what was experienced recently. She asked for the people affected by the flooding to be a priority and for a review of the entire region for potential climate issues. She asked staff to research areas with similar terrain and circumstances as the County and arrange a tour of the areas for the County Manager and Chairman. She thought discovering what worked and what did not work could provide invaluable information. She stated changes to update Code related to the closed hydraulic basins needed to occur in the near future. She noted her priority was for the approval of future developments that needed to adhere to any updated Code requirements. She asked about the flood mitigation plan and if that included the entire County or only the North Valleys.

Mr. Smith clarified the region had a hazard mitigation plan that addressed flooding, but did not address the closed hydro basins in the way it was needed. This plan would be focused on the closed hydro basins in Silver Lake, Swan Lake and White Lake.

Commissioner Jung stated in the future she wanted the focus to be on the entire County with a plan for flooding in conjunction with Reno and Sparks. She said she supported proposed relocation and deed restricted open space that could not be built upon again. She thought the victims of the floods needed to be compensated to match their situations. She did not know how it would be funded, but she thought it needed to be resolved not only for the people who were actively experiencing flooding, but also for the people that were predicted to experience flooding in the future. She said staff could work with the flood project to get some money since everyone paid into the flood project.

Commissioner Berkbigler thanked Mr. Smith for the presentation. She was pleased to hear there was a plan. She understood an amount of money was approved for the State from FEMA for the last flood. She asked if the County would receive any of that money.

Mr. Smith stated it was a complicated process in which FEMA designated and distributed money. He said in the early stages of the flood, the Emergency Management Administrator Aaron Kenneston notified the State that the County would be looking at some of the FEMA grant opportunities. There was some money designated for that purpose. The Hazard Mitigation Grant Program was a separate fund source that would not necessarily be touched or taken away as a result of what was occurring in Texas and Florida. He said he recently asked FEMA what the funding timeframe would be once the application for the home purchase program was submitted. He was told the timeframe would be 9 to 12 months with the caveat that due to the flooding impacts in other parts of the Country, the timeframe would likely double. While the funding would not necessarily go away, the timeframe would likely be impacted.

Commissioner Berkbigler asked who could apply for it if the County was successful in securing the grant.

Mr. Smith replied that anyone could apply for it, but the focus was on damaged or unlivable properties due to floodwater elevations. He noted he identified 10 homes and with direction from the Board, he would contact the residents and move forward with the process. Based on the homeowner's interests and comments to the County, he determined there was a small group of residents potentially interested in applying for the grant.

Commissioner Berkbigler stated she heard a developer was considering building in Lemmon Valley.

Mr. Smith stated there was a developer who was interested in developing in the annexed area of Lemmon Valley. He said the current development code required them to follow the Truckee Meadows Drainage Manual that included a volume metric mitigation component. He thought there needed to be a thorough examination of each development situation and the specifics for the potential impacts of new development needed to be clear.

Commissioner Berkbigler said if people were allowed to put up barriers in specific areas and flood waters increased, the water would be diverted to another location. She thought the barriers were needed to stop some of the flooding, but new barriers were not needed to push water to additional locations.

Mr. Smith stated any development within a FEMA flood plan was required to follow the FEMA guidelines. He said the County was obligated to enforce the FEMA requirements, so anything done within the FEMA flood plain needed to be

thorough and thoughtful; the requirements were strict. He stated the County could not allow construction or development activity that could have a negative impact.

Commissioner Berkbigler thanked Mr. Smith and said she supported his requests. She recognized there would be associated costs and funds would need to be secured, but having a plan in place was the best possible solution the County could have.

Commissioner Herman stated the options were limited and she wondered why people were not receiving any other options. She said a resident was putting his home on an elevated foundation to keep it safe from flooding. She stated the cost of elevating the home was about a third of the cost to purchase a home. She noted the issue with purchasing the homes was there were no comparable properties to obtain a true value. She wanted the residents to be able to move back into their homes, but she thought there needed to be more options.

Commissioner Hartung asked if there was an abatement on the property taxes.

Chief Property Appraiser Rigo Lopez stated the consent agenda contained roll change requests that were approved for the 2016-17 fiscal year. He said the property owners would receive a refund if their current taxes had been paid in full.

Commissioner Hartung stated some of the homes had no value because they were underwater. He thought the property taxes should be suspended until the homes were livable.

Mr. Lopez stated the improvement values were set to zero to bring the values down to where they should be. He said they would continue to monitor the homes that were unlivable and would adjust them accordingly over time.

Commissioner Hartung said Community Services Director John Martini from the City of Sparks suggested pumping some of the water out via Truckee Meadows Water Authority's (TMWA) infrastructure. He stated he was on the TMWA Board and did not know whether the infrastructure could be utilized for a reverse flow. He asked whether staff had any information about the viability of that type of process.

Mr. Smith stated the Fish Springs water pipeline was the one that people tended to focus on and it was not designed to move water in more than one direction. He thought these types of things would be thoroughly vetted in the mitigation plan.

Commissioner Hartung asked if the Code would be updated as part of the mitigation plan and if so, to what degree would it be updated.

Mr. Smith replied there were certain processes that staff needed to complete to update the current Code.

Commissioner Hartung asked about the years of recorded history for Swan Lake and wondered how many years of elevation information the County possessed. He

stated he had a map in his office from 1867 which showed Swan Lake and the three closed basins. He said the Peavine Copper Mines were also shown on the map.

Mr. Smith explained through their work, the Desert Research Institute and the weather service, staff had been reviewing satellite photos of the lakes to understand the volume changes over the past 35 years.

Commissioner Hartung inquired about the number of houses that needed to be moved.

Mr. Smith stated in reference to the hazard mitigation grant program, 10 properties were identified. He said Commissioner Herman thought there could be homeowners that would choose not to participate in the program. He said in that case, staff would move on to the next homeowner.

Commissioner Hartung thought elevating homes was not a viable option because if flooding occurred the homes would not be livable because of damage to septic systems, wells and access to the properties. He stated his solution would be to physically relocate the homes, although he thought many of the homes could be too damaged to move.

Mr. Smith stated the obligation of staff was to continue to consider all options. He said at the Truckee Meadow Flood Management Authority meeting there was discussion regarding elevating the homes. He noted staff would continue to review, vet and provide solutions.

Commissioner Hartung thought home raising was not a permanent solution. He noted the Lemmon Valley area was a unique basin and since floodwaters did not recede they had to evaporate. He said he had some concerns about the County donating land for the relocation of homes because of Code restrictions on private septic tanks and wells on single-acre parcels. He said those issues would be determined by the District Health Department. He indicated he was seeking a permanent solution and noted Spanish Springs established a permanent solution and every homeowner paid a \$9.31 monthly fee for the storm water utilities. He stated the City of Sparks residents also paid sewer impact fees. He said he would rather see permanent solutions rather than temporary fixes. He spoke about the maintenance of culverts and ditches and noted after each weather event they needed to be cleaned again. He wanted solutions created to make the maintenance more effective and permanent.

Commissioner Jung talked about FEMA and said it would take twice as long as usual to receive a response from them because of hurricanes Harvey and Irma. She wondered if the County could work with the State Delegation to notify them that Nevada's disaster occurred first and should be addressed first. She asked Chair Lucey to work with the appropriate officials to resolve the issue. She wanted to require developers to hold bonds for a determined period to cover expenses if disasters occurred. She stated one Lemmon Valley resident had flood insurance, but the money had gone towards her septic system and sewer. She was unable to relocate because she had dogs. She thought

relocation program policies needed to change. She noted the resident incurred extensive costs because the animals caught kennel cough and parvo. She wanted Regional Animal Services to reimburse some of the fees residents paid to board their animals or for veterinarian fees. She wanted staff to revisit the Code stating a resident could not be rehoused if they had animals.

David Watts-Vial Deputy District Attorney stated this agenda item was styled as a discussion about the flood and future mitigation problems. Later in the meeting Commissioners would have the ability to request an item to be agendaized for a future meeting.

Commissioner Hartung said the Truckee River Flood Management Authority (TRFMA) raised the elevation of a home in Hidden Valley and the resident was still fighting with the Internal Revenue Service (IRS) because the IRS considered the home's value increased and wanted additional money. He wondered if the relocation of a property would be considered a taxable event.

Mr. Smith stated the home purchase program was interested in eliminating areas that would require potential mitigation in the future. He said the process was to provide money to the County so the County could purchase the properties from residents. Deed restrictions would be placed on the properties so they could never be built upon in perpetuity. He said if residents chose to use the money to buy another house, they would have to pay taxes on the home they purchased. He noted those were FEMA's requirements.

Commissioner Hartung stated the IRS and FEMA viewed the fees and taxes differently and it could be something the County would have to deal with if it became an issue.

Chair Lucey asked what the costs-to-date were for Lemmon Valley.

Mr. Smith replied Washoe County's costs amounted to about \$2.7 million for the North Valleys. That number did not include the costs for the City of Reno.

Chair Lucey talked about rolling tax values back to zero and thought certain discussions should take place regarding potential value adjustments for unusable land. He stated FEMA appropriated approximately \$6 billion from the Government annually based upon the 10-year rolling average of disaster events. He said FEMA had nearly exhausted the entire \$6 billion due to the disasters that occurred. He said Congress met and approved an additional \$15.25 billion for FEMA. He explained the money was divided among different areas; \$7.4 billion would go to the Disaster Relief Fund, which was the emergency response for major events such as hurricane Harvey and Irma or the Lemmon Valley flooding; \$450 million would go to Small Business Administration for loan programs; and the other \$7.5 billion would go to community development block grants to help with the reconstruction of an area after a disaster occurred. He said the estimated costs of hurricane Harvey were approximately \$180 billion and the costs for

hurricane Irma were approximately \$60 billion; the Federal Government was not even close to the end of its fiscal year. He said it would take many people to go to Washington DC to fight for funds. He stated there were no reassurances there would be a sizable amount of money coming from FEMA to fix the issues and they needed to be addressed locally. He explained storm water utility districts throughout the region needed to be assessed. He noted Lemmon Valley was not the only area affected by the flooding. He agreed with Commissioner Hartung regarding elevating homes; he did not think it was a good solution. He wanted the Treasurer to discuss the tax issues with the IRS for suggested tax pathways for disaster relief without the tax ramifications. He said Lemmon Valley was a challenge and very little could be done with the high level of the water. He noted there was no place for the water to go and no infrastructure in place to pump it out which was a tremendous challenge. He said future planning needed to restrict certain developments in that area to address the issues and to try to accommodate them in the best way possible. He agreed with Commissioner Herman about the real estate market and the challenges finding comparable properties to establish fair sale prices. He said the area was experiencing a housing crisis and the County did not know how to address the issue. He noted housing prices were increasing by 6 to 7 percent. He wanted all options to be considered.

Commissioner Hartung referred to page 4 of Mr. Smith's presentation and asked if there were houses below the elevation of 4,924 feet that did not flood.

Mr. Smith replied there were approximately 300 homes within that elevation.

Commissioner Hartung asked whether staff had identified which parcels should be encouraged to obtain flood insurance. He wondered how the County could assist people that could not afford flood insurance. He said that would cover many of the costs to replace damaged homes.

On the call for public comment, Mr. Doug Robertson presented a video and photos related to the flooding, culverts and ditches in Lemmon Valley. He stated a video taken in January showed the flooding in an underground culvert that overflowed to Gremlin Way. He said the house shown in the video had flooded and was damaged in the 1993 flood. He provided photos of a temporary ditch next to his property that was created because a manhole cover had water flowing out of it. He stated the ditches that flowed to underground culverts were damaged which created flooding. He provided the photos, which were placed on file with the Clerk.

Ms. Donna Robinson said she heard promising things in Mr. Smith's presentation, but she also heard some concerning things. She said she had been in an emergency situation since January and she was still not back in her home. She stated she just found out the Small Business Administration was going to approve a loan for her to repair her home. They estimated the cost to repair the damage to her home to be \$106,000. She noted her flood insurance paid her \$500. She said differential movement of the soil occurred because the water inundated the clay soil and moved her home. The

insurance company would not cover house movement, wells or septic systems. She said the upcoming winter was predicted to be wet. She noted it was nine months into the disaster and there was no plan in place for the upcoming winter. She said there was no way to snowplow on Lemmon Drive. She pleaded with the Board to create a plan and to keep the residents updated. She thanked the County for the work on the ditches and culverts.

Ms. Nikki Berry stated she was a Lemmon Valley resident. She thanked the Board for work that had been done in Lemmon Valley and for the continued discussions. She said she was in favor of elevating homes to help keep people in them.

Ms. Denise Ross thanked staff for the work in Lemmon Valley. She apologized for coming off as gruff, but she said she was dealing with the struggles of the residents day after day, for months. In response to Commissioner Jung's comment about Lemmon Valley being damaged before the hurricanes occurred, she noted there were engineering reports from decades ago about Swan Lake. She stated the reports included what continuous building would do to Swan Lake specifically. She was concerned about the entire County, but her focus was on Swan Lake. She was disturbed about the amount of sewage that was going into the lake even though engineers stated it was minuscule. She said until water stopped pouring into the lake the problem was not going to go away. She indicated she would email the reports to any of the Commissioners who wanted to see them.

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

Upon further discussion, Commissioner Hartung directed Mr. Smith to provide him with the engineering reports. Commissioner Berkbigler requested the grant application to clearly state which homes would be included based on the information in Mr. Smith's presentation.

Commissioner Herman asked that the motion include direction to staff to come back to the Board with the exact number of property owners and homes to be included in the application. Mr. Watts-Vial stated it would not be necessary to include that language in the motion.

The motion carried on a vote of 5-0.

17-0742 **AGENDA ITEM 25 "WORK CARD PERMIT APPEAL - Robert Dickens."**

1:02 p.m. On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, the Board convened in closed session for the purpose of hearing the Work Card Permit Appeal for Robert Dickens.

2:30 p.m. The Board reconvened in open session with all members present.

Deputy District Attorney David Watts-Vial noted a motion to recess to a closed session had been made earlier in the meeting. The closed session was held and evidence was presented; however, the Board was not allowed to discuss or deliberate during the closed session. He stated this was the time for that to happen.

Chair Lucey asked Mr. Dickens if he had anything further to say.

Mr. Dickens stated he went to senior citizen homes every Saturday for the past 10 years to take the word of God to people who could not go to church. He noted he had also been the Prayer Chaplain for Summit Church for the past 12 years. He thought these things illustrated his character.

There was no public comment on this item.

Based on the evidence gathered in closed session, Commissioner Jung moved to overturn the decision of the Internal Review Board and grant Mr. Robert Dickens a work card permit. Chair Berkgigler seconded the motion. The motion carried on a vote of 5 to 0.

17-0743 **AGENDA ITEM 9** Recommendation to approve the sole source exemption and contract to purchase Government Software Assurance, Inc.'s (GSA) appraisal and assessment software and professional services in the amount of [\$707,200.00] to convert real and personal property assessment systems into one integrated system and authorize the Purchasing and Contracts Manager to execute the agreement and authorize the expenditure. Assessor. (All Commission Districts.)

Assessor's Office Lead Department Programmer Analyst Doug Dufva relayed Assessor Mike Clark's apologies for not being present. He stated Chief Appraiser Rigo Lopez and the Government Software Assurance (GSA), Inc. representative Josh Wilson were both in attendance. He stated the request before the Board was for the purchase of appraisal and assessment software from GSA and included the conversion of the real and personal property systems into one integrated system. He indicated the funds for this request was coming from the Assessor's technology fund, which was established by Nevada Revised Statute (NRS) 361.530. He explained the Assessor's technology fund was comprised of 2 percent of the personal property taxes collected and was created by the Nevada Legislature to allow for updated software. He stated the software would allow the appraisal process to be conducted annually rather than every five years, which would allow the assessed values to more accurately reflect the rapidly changing market. He reviewed the information regarding the software purchase details and explained the reasons that Computer Assisted Mass Appraisal (CAMA) software was needed. He detailed the history of CAMA and stated GSA staff brought 20 years of experience with the software system. He noted GSA was familiar with the current software so the transition should be fairly simple. He said Nevada was unique in how it valued real estate. They were required to use Marshal and Swift Cost Tables and value the land based

on market value. He explained no other states processed the data that way. He said there were only three CAMA vendors who had experience in Nevada, one of which was contracted in 1998 and failed to provide a personal property system; one was the system currently utilized, which failed to provide a working interface with the Treasurer's Office; and the third was GSA, which was requested for approval. Other vendor contracts were reviewed and analyzed, but were found to have a high price per parcel, far more than the cost of the proposed product. He stated 12 counties in Nevada recently contracted with CAMA providers through sole source agreements and had conversion and maintenance costs significantly higher than GSA's proposal. He reviewed the contract for Humboldt County and stated their cost would be \$26.31 per account over five years. He noted the County's cost would be \$4.26 per account over five years. He stated software and professional services were not subject to the requirements of competitive bidding; however, the cost analysis was still performed and it was determined the software would allow for significant cost savings in conversion, development and training while providing enhancements and fixes to the current system. He noted there was a hold back of \$221,000 from the current vendor Thomas Reuter since 2012. He stated the Assessor's Office respectfully requested the Board to approve the recommendation for the CAMA system.

Chair Lucey asked if the timing of the request was due to the current system's inability to integrate with the Treasurer's Office or if that was a driving force for the change.

Mr. Dufva stated they did not have a working interface to pass information back and forth between the Treasurer's Office and the Assessor's Office. He said an in-house system was built and was getting the job done, but the vendor was not able to provide a system that could do all they needed it to do.

Chair Lucey said in the history he read, there had been assurances from the last two providers to deliver the interfaces and they had failed to produce them. Mr. Dufva stated that was correct.

Chair Lucey wanted to know the likelihood that GSA would be able to provide the County with the interfaces they proposed. He wondered if there would be challenges.

Mr. Wilson stated in his opinion, GSA would follow through with their proposal. He said the Assessor's current software was no longer being sold. He stated the current vendor was pushing people to the new vendor because they would not be supporting the current system. He said the current platform would have to be upgraded because of the lack of continued support.

Chair Lucey asked if it was inevitable that this expenditure was going to occur within the very near future.

Mr. Wilson stated yes it was going to have to be integrated no matter what happened. He said they were disappointed with the last vendor because they could not deliver what was promised.

Chair Lucey stated he felt comfortable with this information. He was concerned about the large amount of money and he wanted some reassurances because every county was different.

Mr. Wilson stated in his opinion having a single vendor offer the personal property, real property and tax collection software was the best choice. They discovered each of the current vendors systems were independent companies before being acquired by the parent company and they never worked as efficiently as they had hoped. He said it was his opinion this was the best move for the Assessor's Office and the County.

Commissioner Hartung said it was mentioned there was a hold back of \$221,000. He asked if that was included in the bid.

Mr. Dufva stated the money that was held back from Thomas Reuters would be used to offset the acquisition costs.

Mr. Wilson stated he was not involved in this project until recently, but he would continue to work on the project. He noted a request for proposal to Douglas, Carson and Lyon Counties would be responded to by GSA, so they could potentially be providing assessment services to not only Washoe County but most of Northwestern Nevada.

On the call for public comment, Ms. Kathryn Reynolds, Esq. stated it was a mistake to combine these departments. She stated the County Recorder's Office who was supposed to be tracking land records was not doing a very good job. She said that was where the title records were supposed to be kept. She noted she spent some time in the Recorder's Office and they did not take responsibility for the records they had and when it was transferred to the Assessor's Office, the information was not correct. She stated she would have to file a lawsuit to correct some titles. She thought it would be a mistake not to require the County Recorder's Office to start following all the Nevada Revised Statute. She thought the contract was weak and the County should have a good attorney review it before signing.

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

17-0744 **AGENDA ITEM 8** Update on Wildland Fire Season. Manager and Truckee Meadows Fire Protection District. (All Commission Districts.)

Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore provided a brief update of area lightning strikes. He stated nothing was on fire currently. He said more thunderstorms were expected for the next few days. He explained a wildfire occurred on September 11th where power lines were struck by lightning and an

outbuilding was destroyed. He noted the crew from Station 35 was responding to a medical call when the structure call came in and they found the outbuilding was fully engulfed in fire when they responded 30 seconds later. He displayed a map with wildfires highlighted. He said all the type 1 and type 2 crews had been deployed to other states. He stated the area was still at great risk for wildfires and would struggle with the specialty crews deployed. He hoped there would be substantial moisture over the next few days to help moderate the wildfire hazards. He provided the wildfire map, which was placed on file with the Clerk.

Commissioner Hartung asked about a report of a fire that occurred back on August 22nd in Verdi. There was an assertion that TMFPD just did not show up.

Deputy District Attorney David Watts-Vial stated the item was styled to be a wildfire update and nothing about TMFPD operations was on the agenda. He cautioned against discussion that could lead to deliberation.

Chief Moore stated he would add the requested information to the Chief's Report for discussion on the September 19th meeting.

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

17-0745 **AGENDA ITEM 14** Recommendation to: (1) approve the acceptance of rights-of-way and roadway parcels associated with Mustang Road from Storey County; (2) authorize proceeding with a construction project to bring Mustang Road into compliance with Washoe County roadway standards with partial funding from Scannell Properties #249, LLC, an Indiana limited liability company [up to \$317,666.67]; and (3) authorize the County Manager to execute assignment and transfer documents upon receipt. Community Services. (Commission District 4.)

Commissioner Hartung stated he had no issue with this item, but he did not want to give the appearance that the County was doing work in order to support some kind of development that would not be reimbursed. He asked if the Board needed staff to bring back an item whereby it could be addressed if this was outside of the Regional Impact Fees (RIF) boundaries.

Assistant County Manager Dave Solaro stated the Strategic Planning direction session was held in early August and this was one of the topics that was brought up when discussing infrastructure and supportive economic impacts to the region. One of the items staff was planning to bring back were options to be able to pay for these types of improvements when it was not covered by another type of County program. For this specific item there was a developer in Washoe County developing about two-thirds of the developable land that was accessed by this roadway and they agreed to pay for about two thirds of the costs to bring the roadway into compliance. He said the other third would come from the road special revenue fund and an item would be brought back to the Board to recapture the costs when the next development opportunity was presented.

Commissioner Hartung wanted to create a framework to recapture the costs. He asked about users outside of Washoe County because he knew the road continued into Storey County.

Mr. Solaro confirmed it did continue into Storey County. He stated Storey County had owned, operated and maintained the roadway. He indicated maintenance had been done on the road although the standards were different from Washoe County standards. He was waiting for the opportunity to discuss the issue with Storey County and some of the businesses who utilized the roadway regarding paying for the road. He said the issue was about the benefit to Washoe County and the benefit to the development within Washoe County and the ability to grow in the future. He stated one of the safety discussions that would occur was about the proposed stop signs at the new access road to FedEx, which would not be very popular with many of the businesses on the Storey County side. He noted there could be an opportunity to make additional improvements to the roadway and the intersection specifically. He said the reason stop signs were suggested was because of safety and the traveling speed. He noted the traffic counts did not warrant a signalized intersection; however, if someone wanted to come forward and discuss it the County would entertain the idea.

Commissioner Hartung said this was the beginning of the opportunity to have discussions about how the County was affected by a neighboring County due to impacts and fees. He stated the RIF system was designed to address those issues but that option was not available with this issue.

There was no public comment on this item.

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

17-0746 **AGENDA ITEM 24** Discussion and update pursuant to Commissioners' previous requests and/or topics for future agendas.

Assistant County Manager Dave Solaro referred to Page 3 of the Commissioner requests and stated they were broken down by Commissioner and priority. He said he was unable to discuss the added priority list with Commissioner Herman, but the priority column would focus on the top three priorities. He noted they would meet with Commissioner Herman to capture her top priorities and also to provide an update on all the requests as they currently stood. He said a lead staff person, an Assistant County Manager and an analyst were identified to work on the projects. He said other tools were available to resolve issues such as Washoe 311. He stated the Washoe 311 overview and some other changes would be coming to the dashboard to redefine what the service calls were and what they meant so they would be more meaningful to the Commissioners and the citizens. He noted the service call totals would be reset in October.

Commissioner Hartung said he received a call recently from one of Commissioner Herman's constituents who was angry regarding Waste Management (WM). He stated he did not see a call about WM listed on the Washoe311 overview.

Mr. Solaro stated the issues were related to the district specifically.

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

17-0747 **AGENDA ITEM 27** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

17-0748 **AGENDA ITEM 28** Announcements/Reports.

Commissioner Jung stated September was hunger action month and she was attempting to conform to the \$20.30 per week budget. She requested information about reimbursements from Animal Services for Lemmon Valley residents who incurred costs related to their animals, including relocation, due to flooding.

Commissioner Herman wondered if when the Lemmon Valley residents were asked about buying their homes, staff could suggest their homes being elevated. She stated she had not heard anything about the door for the Regional Aviation Enforcement Unit (RAVEN) hangar.

Chair Lucey stated he agreed with Commissioner Jung and said Animal Services needed to look into an animal disaster fund to reimburse the Lemmon Valley residents for costs incurred for boarding, medical attention and relocation due to the flooding. He wanted to have further discussion about the storm water utility districts that Commissioner Hartung spoke about

Commissioner Berkbigler wanted the Lemmon Valley residents to understand if they chose to sell their house or opted for relocation, they would not be eligible for the new legislation that passed that would allow the tax rate to stay the same. She said this would include any home physically moved to a new location. She asked about the discussed reimbursement amount and wondered what it would be based on. She thought that needed to be determined soon.

* * * * *

3:16 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2017, by and between the County of Storey, a political subdivision of the State of Nevada, hereinafter "Storey," and Washoe County, a political subdivision of the State of Nevada, through its Human Services Agency, hereinafter "Washoe":

WITNESSETH

WHEREAS, Storey desires to furnish meals to its senior citizens in the River District area which is close to Sparks and Reno, and

WHEREAS, Washoe has the closest kitchen to furnish said meals and is willing to do so with conditions.

WHEREAS, NRS 227.180 authorized public agencies to contract with one another 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, Storey and Washoe are public agencies within the meaning of the NRS 277.180;

NOW THEREFORE, in consideration of the aforesaid premises, and the good and valuable consideration, Storey and Washoe mutually agree as follows:

- A. Storey agrees to purchase an average of twenty (20) or more meals per day over a five-day week, Monday through Friday, from Washoe.
- B. Storey agrees to pay the current rate Washoe has negotiated in their Food Management Services agreement. The rate effective July 1, 2014 is three dollars and 676 hundredths cent (\$3.676) per meal. Washoe will notify Storey in writing if there is a future rate increase or decrease and will provide a minimum of thirty (30) calendar days notice before the new rate will take effect.
- C. Storey guarantees funding will come from Storey County.
- D. Washoe agrees to furnish said number of meals or more per day for said price.
- E. Washoe agrees to deliver the meals to the Rainbow Bend Clubhouse, 500 Bleu de Clair, Sparks, Nevada, 89434, and to qualified homebound persons over sixty (60) years of age who live in the River District area.
- F. This agreement shall not become effective until and unless ratified and approved by both Washoe and Storey.
- G. The term period of the contract is from October 1, 2017 through September 30, 2019.

17-0712

- H. All written notices of termination or potential termination of this agreement shall be delivered to the following persons via U.S. mail at the addresses shown and shall be deemed received three days after they are sent.

Storey County

**County Commissioners
P.O. Box D
Virginia City, NV 89440**

Washoe County

**Amber Howell, Director
Washoe County Human Services Agency
1155 E. 9th St.
Reno, NV 89512**

- J. Neither party shall assign, transfer, nor delegate any of their rights, obligations, or duties under this Agreement without the prior written consent of the other party.
- K. In the event that the governing body appropriating funds for Storey or Washoe fails to obligate the funds necessary to make payments or provide services beyond Storey or Washoe's then current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction.
- L. Either party may terminate this Agreement by giving the other party written notice of intent to terminate. The notice must specify a day upon which the termination will be effective, which date may not be less than thirty (30) calendar days from the date of the mailing notice.
- M. To the extent allowed by law, Storey agrees to indemnify, save, and hold harmless Washoe from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Storey or its agents or employees. Similarly, to the extent allowed by law, Washoe agrees to indemnify, save, and hold harmless Storey from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Washoe or its agents or employees.
- N. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. Any action arising out of or relating to this Agreement shall be commenced in Washoe County.
- O. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
- P. This Agreement constitutes the full and final agreement between the parties and supersedes any previous agreement. This Agreement shall not be modified unless in writing and signed by both parties.

Q. It is not intended, and this Agreement shall not be construed, to provide any entity or person not a party to this Agreement with any benefits or to obligate the parties to this Agreement to any entity or persons not a party to this Agreement.

Date

Chairman
Storey County Commission

ATTEST:

Date

Storey County Clerk

Approved as to form:

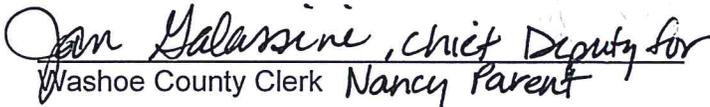
9-12-17
Date



Chairman
Washoe County Commission

ATTEST:

9-12-17
Date



Washoe County Clerk Nancy Parent



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

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

WHEREAS, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Vaughn Hartung for District 4, has determined that \$1,000 will be granted to The First Tee of Northern Nevada to help support the National School Program at one elementary school in Washoe County; and

WHEREAS, Through The First Tee National School Program, each student will receive an introduction to the game of golf, Nine Core Values and Nine Healthy Habits in each lesson; and

WHEREAS, The goals of The First Tee of Northern Nevada are to see participants graduate from high school on time with the life skills needed to succeed in college and life, with the ability to make healthy choices and the desire to positively impact their communities.; and

WHEREAS, The First Tee of Northern Nevada's mission is to impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf; now, therefore, be it

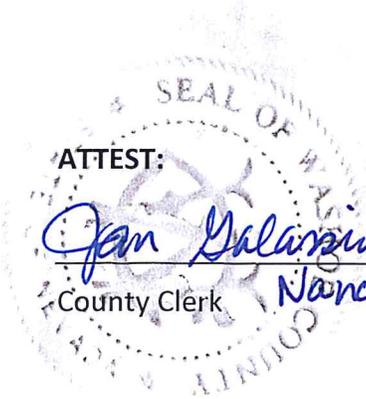
RESOLVED, By the Board of Commissioners of Washoe County that:

1. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by supporting The First Tee of Northern Nevada's National School Program.
2. The Board hereby grants to The First Tee of Northern Nevada, a grant for fiscal year 2017-2018 in the amount of \$1,000.
3. Funds shall not be used for the purchase of tickets to special events.

ADOPTED this 12th day of September, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:



County Clerk Nancy Parent

17-0718

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

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

WHEREAS, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Marsha Berkgigler for District 1, has determined that \$3,000 is needed to help provide veterinary services to low-income seniors, the disabled and retired veterans through the Shakespeare Animal Fund; and,

WHEREAS, The Shakespeare Animal Fund is a local 501c-3 non-profit organization; and,

WHEREAS, Shakespeare Animal Fund’s mission is to help pay emergency veterinary care for elderly, disabled, returning veterans and others who cannot afford medical care when their pets are suffering or dying; now, therefore, be it

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

1. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by providing veterinary services to low-income seniors, the disabled and retired veterans.
2. The Board hereby grants to the Shakespeare Animal Fund, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2017-2018 in the amount of \$3,000.
3. Funds shall not be used for the purchase of tickets to special events.

ADOPTED this 12th day of September, 2017



ATTEST:

Jan Galassini Chief Deputy for
County Clerk. *Nancy Parent*


Bob Lucey, Chair
Washoe County Commission

11-014

**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-0722

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

12. Authority to Enter Into Agreement:

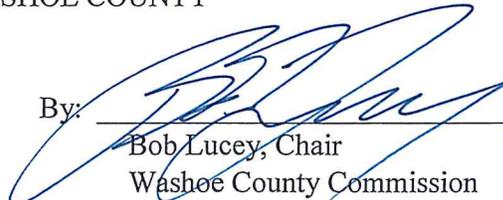
Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

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

COUNTY

WASHOE COUNTY

By: 
Terry Woodrow, Chair
Alpine County Board of Supervisors

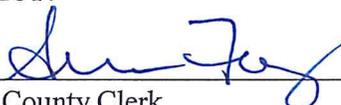
By: 
Bob Lucey, Chair
Washoe County Commission

DATED: 8/8/17

DATED: 9-12-17

ATTEST:

ATTEST:

By: 
County Clerk
Alpine County

By:  Chief Deputy for
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-0722

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: 

By: 
Bob Lucey, Chair
Washoe County Commission

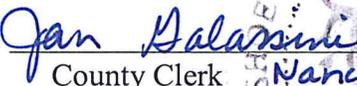
DATED: 5-31-2017

DATED: 9-12-17

ATTEST:

By: 
City Clerk
Carson City

ATTEST:

By:  *Chief Deputy for*
County Clerk *Nancy Parent*
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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17-0702-2

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

Nick Czeglédi
Elko County Sheriff's Office
E 775 W. Silver St.
Elko, NV 89801
775-777-2505

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: James Pott

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 7/24/17

DATED: 9-12-17

ATTEST:

ATTEST:

By: N/A
County Clerk
Elko County

By: Jan Galassini Chief Deputy for
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

1-1-0-1-1

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

Esmeralda County Sheriff's Office
Sgt. Matthew Kirkland
P.O. Box 520
233 Crook Avenue
Goldfield NV 89013

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: De Winsor
De Winsor, Co-Chair
Esmeralda County Commissioner

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 9/20/17

DATED: 9-12-17

ATTEST:

By: Salinda Elgan
County Clerk
Esmeralda County

ATTEST:

By: Jan Galarsini chief Deputy for
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

1-10-17

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

KEITH LOGAN, SHERIFF
EUREKA COUNTY SHERIFF'S OFFICE
P.O. Box 736
EUREKA, NV 89316
(775) 237-5330

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: [Signature]

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 7-20-17

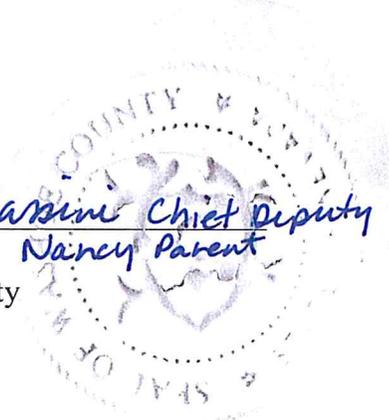
DATED: 9-12-17

ATTEST:

By: Beverly Conley
County Clerk
Eureka County

ATTEST:

By: Jan Malassini Chief Deputy for
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

11-10-11
P-10-11

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: Mike Bell

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 6-19-17

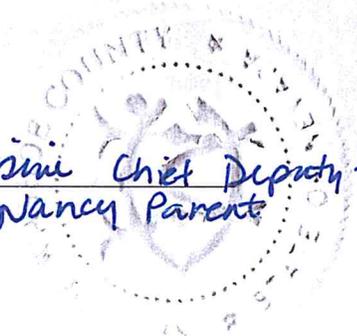
DATED: 9-12-17

ATTEST:

By: Glenn Joe Spedo
County Clerk
Humboldt County

ATTEST:

By: Jan Galassini Chief Deputy for
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

1-5-18

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

UNDERSHERIFF ROBERT QUICK
WARDEN COUNTY S.O.
PO BOX 1625
BATTLE MTN, NV 89820
(775) 635-1415

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: *Ron Unger*

By: *[Signature]*
Bob Lucey, Chair
Washoe County Commission

DATED: *6-6-17*

DATED: *9-12-17*

ATTEST:

By: *N/A*
County Clerk
Lander County

ATTEST:

By: *Jan Malarsmi* Chief Deputy fi
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

11-01-11

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: MW
Richard Egan, CAO

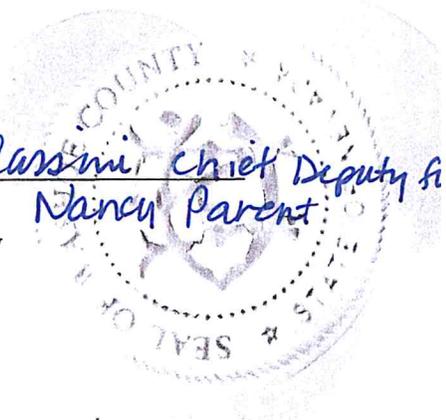
By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 8-14-2017

DATED: 9-12-17

ATTEST:
By: [Signature]
County Clerk
Lassen County **Julie Bustamante**

ATTEST:
By: [Signature] Chief Deputy fi
County Clerk
Washoe County **Nancy Parent**



APPROVED AS TO FORM

JUN 19 2017

[Signature]
Lassen County Counsel

**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-0182

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

AL McNEIL
Sheriff
Lyon County Sheriff's Office
911 Harvey Way #1
Yerington, NV 89447

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: Bob Hastings
Bob Hastings, Chair
Lyon County Commission

By: Bob Lucey
Bob Lucey, Chair
Washoe County Commission

DATED: 6-15-17

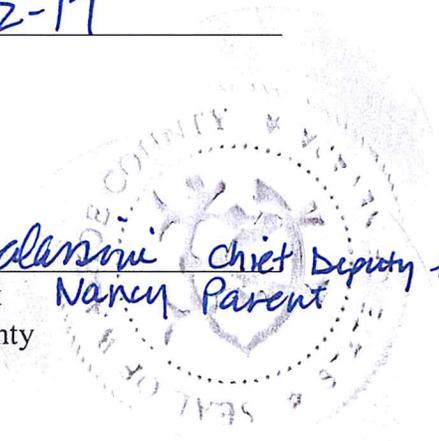
DATED: 9-12-17

ATTEST:

By: Nikki Bryan
County Clerk
Lyon County

ATTEST:

By: Jan Galanski Chief Deputy to
County Clerk Nancy Parent
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-010-1

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

a. Records Distribution – When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to County along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to County as the custodian of those records.

b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: Justin Lypton

By: Bob Lucey
Bob Lucey, Chair
Washoe County Commission

DATED: 6-21-17

DATED: 9-12-17

ATTEST:

By: Christopher Nepper by B. Demans
County Clerk
Mineral County

ATTEST:

By: Jan Galassini chief Deputy
County Clerk
Washoe County
Nancy Parent



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

WHEREAS NDOC desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to NDOC as needed or required by law; and

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

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

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations required by law or deemed necessary by NDOC or the Sheriff of the county in which the death occurred (hereinafter "Sheriff") in consultation with WCRMEO.

Deaths of persons in the custody of NDOC which NDOC (or applicable law) determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. NDOC shall notify Sheriff who shall notify WCRMEO and provide necessary records as soon as possible after NDOC or Sheriff determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

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

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

11-0102

2. Storage and Release of Bodies:

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

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

a. Records Distribution – When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to Sheriff. Any requests for copies of such documents that may be made to WCRMEO will be referred to Sheriff as the custodian of those records.

b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by NDOC or Sheriff. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with NDOC or Sheriff.

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

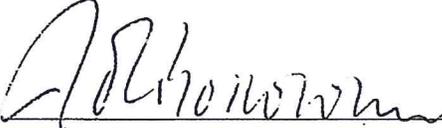
John Borrowman
Deputy Director, Support Services
Nevada Dept. of Corrections
5500 Snyder Ave, Bldg 17
Carson City, NV 89701

12. Authority to Enter Into Agreement:

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

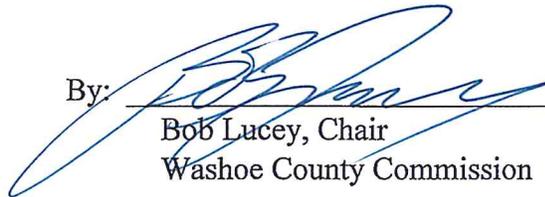
IN WITNESS HEREOF, the representatives of the parties have set their hand:

NEVADA DEPT. OF CORRECTIONS

By: 
John Borrowman
Deputy Director Support Services

DATED: 8/23/17

WASHOE COUNTY

By: 
Bob Lucey, Chair
Washoe County Commission

DATED: 9-12-17

ATTEST:

By:  *Chief Deputy for*
County Clerk *Nancy Parent*
Washoe County



**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-010-11

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

JERRY ALLEN
PERKINS COUNTY SHERIFF'S OFFICE
P.O. Box 147
345 9th St.
LOVELOCK, NV 89409

12. Authority to Enter Into Agreement:

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

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

COUNTY - PERSHING

WASHOE COUNTY

By: [Signature]

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 7-18-17

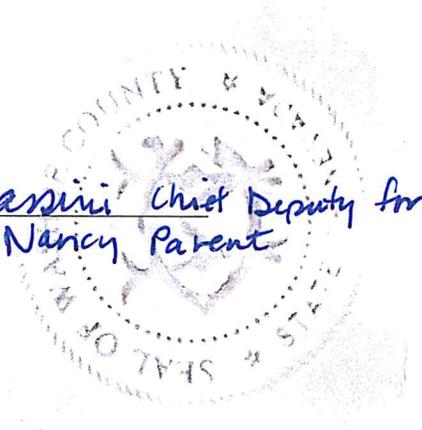
DATED: 9-12-17

ATTEST:

ATTEST:

By: N/A
County Clerk
Pershing County

By: [Signature] Chief Deputy for
County Clerk Nancy Parent
Washoe County



3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

Plumas County Sheriff's Office
Attn: Steve Peay
1400 E. main St
Quincy, CA 95971

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: Lori Simpson

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

DATED: 7/11/17

DATED: 9-12-17

ATTEST:
By: [Signature]
County Clerk
Plumas County

ATTEST:
By: [Signature] Chief Deputy for
County Clerk Nancy Parent
Washoe County



Approved as to form:

[Signature]
COUNTY COUNSEL

**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

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

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

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

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

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

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

1. Services:

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

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

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

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

2. Storage and Release of Bodies:

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

17-072

3. Compensation:

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

4. Term:

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

5. Amendment and Assignment:

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

6. Termination:

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

7. Records and Confidentiality:

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

8. Reciprocal Indemnification:

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

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

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

9. Interpretation:

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

10. Incorporation:

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

11. Liaison:

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

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

SHERIFF GERALD ANTINORO
STOREY COUNTY SHERIFF'S OFFICE
PO BOX 498
VIRGINIA CITY, NV 89440

12. Authority to Enter Into Agreement:

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

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

COUNTY

WASHOE COUNTY

By: *Nathaniel McComb*

By: *Bob Lucey*
Bob Lucey, Chair
Washoe County Commission

DATED: 6-6-2017

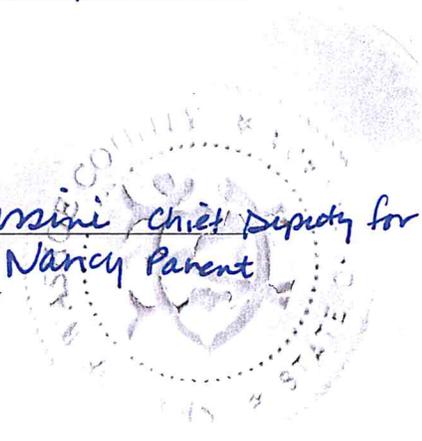
DATED: 9-12-17

ATTEST:

By: *Wendy Bacus for*
County Clerk
Storey County

ATTEST:

By: *Jan Malarsini* Chief Deputy for
County Clerk *Nancy Parent*
Washoe County



**AGREEMENT FOR TEMPORARY DONATION OF ARTWORK FROM THE CITY OF
RENO TO WASHOE COUNTY FOR DISPLAY AT THE WASHOE COUNTY
REGIONAL MEDICAL EXAMINER'S OFFICE**

THIS AGREEMENT is made and entered into this 12th day of September, 2017 (the "Effective Date"), by and between the CITY OF RENO ("City"), a public body, corporate and politic, and WASHOE COUNTY ("County"), a political subdivision of the State of Nevada, for the temporary donation of three pieces of artwork to be placed at the Washoe County Regional Medical Examiner's Office ("Examiner's Office").

RECITALS

WHEREAS, in January 2017, the Examiner's Office moved into a brand new, state-of-the-art facility, located at 990 East Ninth Street in Reno, Nevada; and

WHEREAS, City wishes to temporarily donate three pieces of artwork to the County to display at the Examiner's Office.

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, City and County hereby agree as follows:

SECTION 1: DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **CITY:** City of Reno, P.O. Box 1900, Reno, NV 89505 (Street Address: One E. First Street, Suite 800, Reno, NV 89501). Primary Contact: Alexis Hill, Arts, Culture and Special Events Manager at (775) 326-6697.
- 1.2 **COUNTY:** Washoe County Regional Medical Examiner's Office, 990 East Ninth Street, Reno NV 89512. Primary Contact: Justin Norton at (775) 785-6114.
- 1.3 **ARTWORK:** The three pieces of art are: "Reno Sunset" by Jim Zlokovich; "Stillwater National Wildlife Refuge" by Peter Goin, and "Mining Road" by Jean LeGassick. Pictures of all three pieces of art are attached to Agreement as Exhibit A.

SECTION 2: RESPONSIBILITIES OF COUNTY

- 2.1 County is solely responsible for all costs associated with the installation, and long-term maintenance and repair of the Artwork, as long as the Artwork is in possession of the County.

17-0723

- 2.2 County shall faithfully maintain and repair the Artwork in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature.

SECTION 3: RESPONSIBILITIES OF CITY

- 3.1 City shall remove the Artwork, in its sole discretion, if repairs and maintenance by County are not kept up and/or as necessary to ensure public safety.

SECTION 4: TERMINATION

- 4.1 The term of this agreement shall be for three (3) years from the Effective Date. By written amendment pursuant to paragraph 6.7, this Agreement may be extended up to two (2) one-year terms, for a total length of time not exceeding five (5) years. This Agreement may be terminated unilaterally by either party for any reason upon providing ten (10) days written notice to the other party.

SECTION 5: INSURANCE AND INDEMNIFICATION

- 5.1 **Insurance:** The parties agree that the value of the Artwork for the entire term of this agreement shall be a sum not to exceed \$ 10,000. City maintains property insurance, and agrees to insure damage to the Artwork, with maximum exposure limits equal to the value of the Artwork as set forth in this paragraph. The City's total maximum exposure to Artwork for claims, demands, losses and damages arising out of or related to breach of this Agreement or damage to the Artwork, including attorney's fees and costs, shall not exceed the value of the Artwork as set forth in this paragraph. City retains all immunities, defenses and tort limitations, including those set forth in Chapter 41 of the Nevada Revised Statutes, or otherwise provided in law and equity.
- 5.2 **Indemnification and hold harmless:** County shall exonerate, indemnify, defend and hold City, its officers, agents, employees and volunteers, harmless from and against any claims, arising out of, or in any manner connected with County's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the City. In addition, County understands that the insurance coverage obtained by City in accordance with paragraph 5.1, may have exclusions for damages pertaining to occurrences such as war, nuclear, or pollution, and that such insurance coverage may provide for certain deductibles and the timing to repair damages may be dependent upon the ability of City to fund such deductibles. County retains all immunities, defenses and tort limitations, including those set forth in Chapter 41 of the Nevada Revised Statutes, or otherwise provided in law and equity.

SECTION 6: MISCELLANEOUS PROVISIONS

- 6.1 **Compliance with Laws:** The parties to this Agreement will perform their obligations under this Agreement in compliance with current Federal, State and local laws and ordinances.

- 6.2 Jurisdiction:** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.
- 6.3 Dispute Resolution:** If both parties agree, all claims, counterclaims, disputes and other matters in question between City and County arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action. The parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.
- 6.4 Failure to Enforce:** The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 6.5 Attorney's Fees and Costs:** Within the limitations set forth in this Agreement, in the event either party brings any action to enforce any of the provisions of this Agreement or is required to defend any action brought by the other party with respect to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reimbursement for the prevailing party's actual costs in connection with such action, including reasonable attorney's fees.
- 6.6 Assignment:** This Agreement shall not be assigned or transferred without prior written approval of all parties.
- 6.7 Modification of the Agreement:** No modification or amendment of the terms of this Agreement shall be effective unless written and signed by authorized representatives of the parties hereto.
- 6.8 Communication:** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid, as follows:

City: City of Reno
Attention: Arts, Culture and Special Events Manager
P.O. Box 1900
Reno, Nevada 89505

County: Justin Norton
990 East Ninth Street
Reno, NV 89512

A change in the designation of the person or address to which requests, notices and reports shall be delivered is effective when the other party has received notice of the change by certified mail.

- 6.9 Joint Preparation:** This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.
- 6.10 Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the effective date.

----Remainder of Page Left Intentionally Blank----

6.11 Electronic Signature: An electronic or facsimile signature on this Agreement shall be valid for all purposes.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

CITY:

BY: _____
Hillary Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT

BY: _____
Reno City Clerk

BY: _____
Deputy City Attorney

COUNTY:

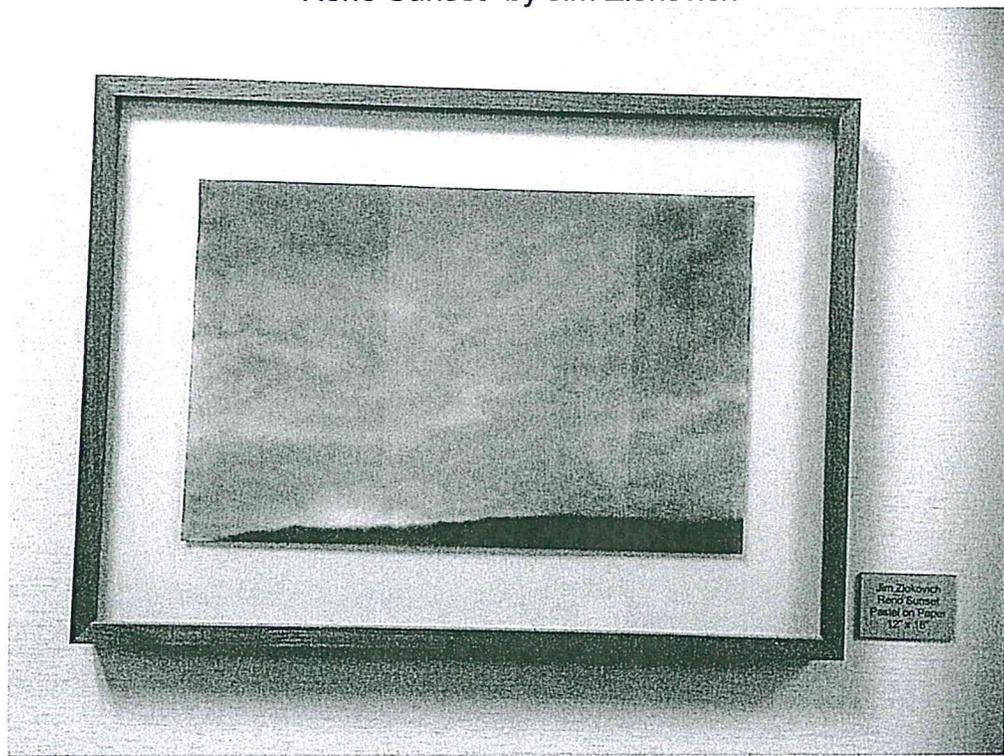
BY: _____
Bob Lucey, Chair

ATTEST:

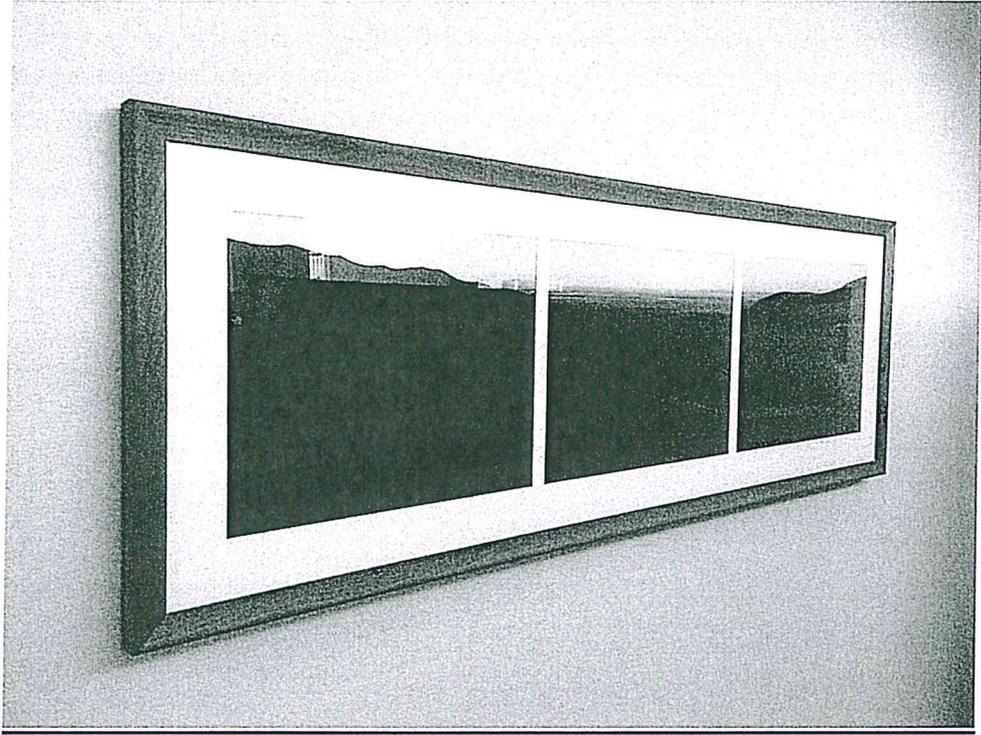
BY: _____
Jan Galassini Chief Deputy for
Washoe County Clerk Nancy Parent

EXHIBIT A

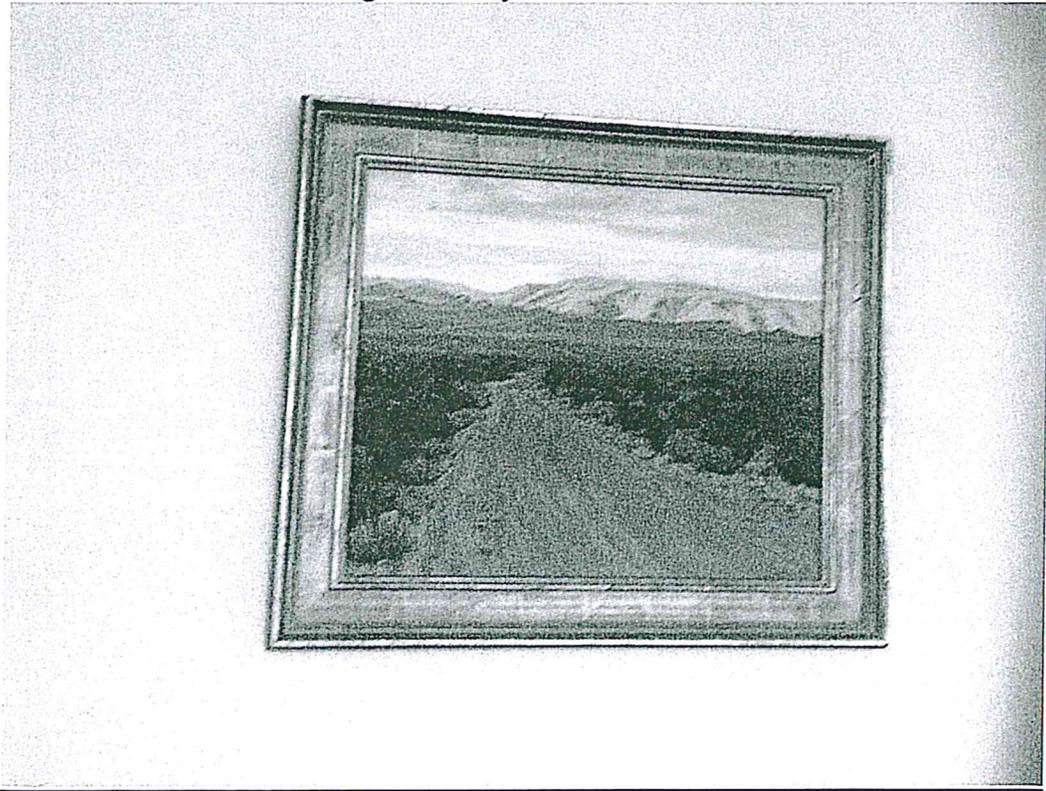
"Reno Sunset" by Jim Zlokovich



"Stillwater National Wildlife Refuge" by Peter Goin



"Mining Road" by Jean LeGassick.



AMENDMENT # 3

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting by and Through Its

Nevada Gaming Control Board
P.O. Box 8003, 1919 College Parkway
Carson City, NV 89702-8003
Telephone: 775-684-7778
Email: jblack@gcb.nv.gov

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Boulevard
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original interlocal contract, dated August 12, 2013, as amended and attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. This is the third amendment to the original interlocal contract, which continues ongoing forensic science services to the Nevada Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2017 to June 30, 2019, increases the maximum amount from \$9,000 to \$12,000 due to the additional term.

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$9,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.

17-0125

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$12,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

- A. INCORPORATED DOCUMENTS. Attachment AA to this Amendment is the current Scope of Work FY17/18. Exhibit A (Original Contract, as amended) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- B. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Chad Allen 8/15/17 Sheriff
Washoe County Sheriff Date Title

[Signature] 9-12-17 Chairman
Chairman, Washoe County Board of County Commissioners Date Title

ATTESTED TO:
[Signature] 9-12-17 Chief Deputy
Washoe County Clerk Date Title

Nevada Gaming Control Board Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Deputy Attorney General for Attorney General Date

EXHIBIT B
FY 17/18

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

Controlled Substances

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

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

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

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

Shoeprint and Tire Track Comparison

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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

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

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

- \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is 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.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14798** Amendment Number: **2**

Agency Name: **GCB - GAMING CONTROL BOARD** Legal Entity Name: **Washoe County Sheriff's Office Forensic Science Division**

Agency Code: **611** Contractor Name: **Washoe County Sheriff's Office Forensic Science Division**

Appropriation Unit: **4061-04** Address: **911 Parr Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89512**

If "No" please explain: **Not Applicable** Contact/Phone: **775-328-2800**

Vendor No.: **T40283400**

NV Business ID: **Exempt**

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **07/01/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **4 years**

RECEIVED

4. Type of contract: **Interlocal Agreement**

Contract description: **Forensic Services** **MAY 07 2015**

5. Purpose of contract:

This is the second amendment to the original contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$6,000 to \$9,000 due to the continued need for these services, and adds Attachment AA as the scope of work.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: **\$3,000.00**
 - 2. Total amount of any previous contract amendments: **\$3,000.00**
 - 3. Amount of current contract amendment: **\$3,000.00**
 - 4. New maximum contract amount: **\$9,000.00**
- and/or the termination date of the original contract has changed to: **06/30/2017** ✓

II. JUSTIFICATION

7. What conditions require that this work be done?
Forensic laboratory services are required in support of criminal cases prosecuted by the State Gaming Control Board Enforcement Division.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
These specialized services require a high degree of training as well as certification.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Gaming Control Board currently uses such services - quality is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	05/06/2015 16:07:28 PM
Division Approval	jkingsla	05/06/2015 16:07:31 PM
Department Approval	jkingsla	05/06/2015 16:07:33 PM
Contract Manager Approval	jkingsla	05/06/2015 16:07:37 PM

**AMENDMENT # 2 TO INTERLOCAL CONTRACT
BETWEEN PUBLIC AGENCIES**

Between the State of Nevada
Acting By and Through Its

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
Email: jkingsland@gcb.nv.gov

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original interlocal contract, dated August 12, 2013 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This is the second amendment to the original interlocal contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2015 to June 30, 2017, increases the maximum amount from \$6,000 to \$9,000 due to the additional term, and adds Attachment AA as the scope of work. Attachment AA, attached hereto and incorporated herein by reference, replaces and supersedes Attachment A.

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.

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.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$6,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective July 1, 2013, to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:
ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$9,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract, as amended) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Michael Alb 4/6/15
Washoe County Sheriff Date Title Sheriff

Marsha Burkholz 4/26/15
Chairman, Washoe County Board of County Commissioners Date Title Chairman

ATTESTED TO:
L. Parent 4/28/15
Washoe County Clerk Date Title County Clerk

[Signature] 5/6/15
Signature Date Chief Administration Title

[Signature] for James R. Wells
Signature - Board of Examiners

Approved as to form by:
[Signature]
Deputy Attorney General for Attorney General

APPROVED BY BOARD OF EXAMINERS
On 5/8/15 (Date)
On 5/5/15 (Date)

OPTION B
FY 15/16

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

Controlled Substances (Expected average turnaround time within 90 days)

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

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

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

Shoeprint and Tire Track Comparison (Expected average turnaround time within 90 days)

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

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

- Serial number restoration

Latent Print Processing (Expected average turnaround time within 90 days)

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

Latent Print Comparison (Expected average turnaround time within 30 days)

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

Primary Examination (Expected average turnaround time within 90 days)

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

DNA Analysis (Expected average turnaround time crimes v persons within 90 days)

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

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

Crime Scene Investigation (24/7 Response; Expected average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

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

- \$25.00 per CD

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

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

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

CETS

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 14798
 Amendment Number: 1
 Agency Name: GCB - GAMING CONTROL BOARD
 Legal Entity Name: Washoe County Sheriff's Office Forensic Science Division
 Agency Code: 611
 Contractor Name: Washoe County Sheriff's Office Forensic Science Division
 Appropriation Unit: 4061-04
 Address: 911 Parr Blvd
 Is budget authority available?: Yes
 City/State/Zip: Reno, NV 89512
 If "No" please explain: Not Applicable
 Contact/Phone: 775-328-2800
 Vendor No.: T40283400
 NV Business ID: Exempt
 To what State Fiscal Year(s) will the contract be charged? 2014-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? No or b. other effective date 07/01/2013

Retroactive? No

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: 06/30/2014

Contract term: 1 year and 364 days

4. Type of contract: Interlocal Agreement

Contract description: Forensic Services

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2014 to June 30, 2015, and increases the maximum amount from \$3,000 to \$6,000 due to the additional one year term.

RECEIVED
MAY 09 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$3,000.00
 2. Total amount of any previous contract amendments: \$0.00
 3. Amount of current contract amendment: \$3,000.00
 4. New maximum contract amount: \$6,000.00
 and/or the termination date of the original contract has changed to: 06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

Forensic laboratory services are required in support of criminal cases prosecuted by the State Gaming Control Board Enforcement Division.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These specialized services require a high degree of training as well as certification.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Gaming Control Board currently uses such services - quality is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	05/09/2014 13:53:27 PM
Division Approval	jkingsla	05/09/2014 13:53:30 PM
Department Approval	jkingsla	05/09/2014 13:53:33 PM
Contract Manager Approval	jkingsla	05/09/2014 13:53:36 PM

AMENDMENT #1 TO INTERLOCAL CONTRACT
BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
email: jkingsland@gcb.nv.gov

RECEIVED
MAY 07 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
SHERIFF DIVISION

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original interlocal contract, dated August 12, 2013 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This is the first amendment to the original interlocal contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$3,000 to \$6,000 due the additional one year term.

Current Interlocal Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoices(s), not exceeding \$3,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year plus any requested crime scene services at

Approved July 8, 2002

\$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoices(s), not exceeding \$6,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Public Agency #1	Date	Chief Administration
<u>M. M.</u>	<u>5/7/14</u>	Title
Public Agency #1 Signature	Date	<u>4.1.14</u>
<u>[Signature]</u>		Date
Public Agency #2 - Washoe County Sheriff		<u>April 22, 2014</u>
Chairman - Washoe County Board of Commissioners		Date
<u>[Signature]</u>		
Washoe County Clerk	Date	
<u>Rancy L. Parent</u>	<u>4/22/14</u>	
Signature - Board of Examiners		APPROVED BY BOARD OF EXAMINERS
Approved as to form by:		On <u>5/14/14</u>
<u>[Signature]</u>		(Date)
Deputy Attorney General for Attorney General, State of Nevada		On <u>5/6/14</u>
		(Date)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
FAX: 775-684-7723

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

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 SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION hereinafter set forth are both necessary to STATE GAMING CONTROL BOARD 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, 2013, to June 30, 2014, 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. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$3,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages

for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

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

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

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

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

State Gaming Control Board

Public Agency #1

[Signature] 8/1/13
Public Agency #1 Signature Date

Chief Administration

Title

[Signature]
Public Agency #2 - Washoe County Sheriff

7/9/13
Date

By: [Signature]
Chairman - Washoe County Board of County Commissioners

Date

ATTEST: [Signature] 7.23.13
Washoe County Clerk Date

[Signature] for Jeff Mohlenkamp
Signature-Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General, State of Nevada

On 8/12/2013 _____
(Date)

On 8/1/13 _____
(Date)

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:

Arson (Ignitable liquids)

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 \$250.00 per hour

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, chemical unknowns, physical match 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:

- \$25.00 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.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

1100 E. William Street, #101
Carson City, Nevada 89701
Phone: (775) 684-3763 Fax: (775) 684-3763

and

WASHOE COUNTY

PO Box 11130
Reno, Nevada 89520-0027
Phone (775) 785-5641 Fax (775) 785-5640

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 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. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval July 1, 2017 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal 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.

17-0734

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

ATTACHMENT B: BUDGET PROPOSAL

7. CONSIDERATION. The County agrees to provide the services set forth in paragraph 6 at a cost of approximately \$1,465,165.00 for State Fiscal Year (SFY) 2018 and approximately \$1,429,996.00 for SFY 2019, OR an amount for each SFY determined by DHCFP pursuant to NAC 422.105, with the total Contract or installments payable: as set forth in Attachment A, not to exceed \$2,895,161.00 for the contract term. The amount the County is required to transfer to DHCFP each quarter will be reduced by a credit amount as set forth in Attachment A. 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, 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.

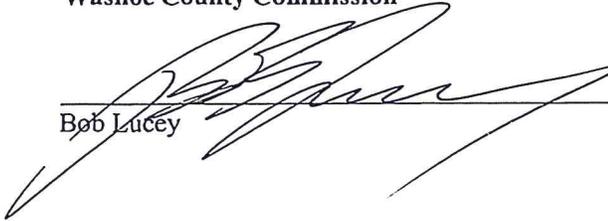
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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 State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Washoe County Commission


Bob Lucey _____
Date

9-12-17
Date

Board of Commissioners, Chair
Title

**Department of Health and Human Services
Division of Health Care Financing and Policy**

Karen Salm _____
Date

Chief Financial Officer, DHCFP
Title

Marta Jensen _____
Date

Acting Administrator, DHCFP
Title

Richard Whitley _____
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 DSH 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 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. Pursuant to NRS 422.382 and NAC 422.105, the County shall pay to DHCFP 1.95% of the total amount of disproportionate share payments distributed to all hospitals for each fiscal year pursuant to NAC 422.115, OR \$1,500,000.00 (One Million Five Hundred Thousand Dollars) per fiscal year, whichever is less.
 - b. Due upon execution of this contract, the County shall make the required payment for any quarter retroactive to the effective date of this agreement. Thereafter, 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).
 - c. The amount the County is required to transfer to DHCFP each quarter will be reduced by a credit amount determined pursuant to NAC 422.105.
 - d. DHCFP shall notify County of any adjustments promptly and adjust subsequent payments accordingly.
 - e. If the County pays the amounts specified above, NAC 422.105 section 3 waives 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.
 - f. The County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.015. The County may use such forms, as it deems appropriate for such determinations. The 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.

Attachment B IGT/DSH Budget Proposal

	SFY 2018	SFY 2019	Contract Total
DSH	\$1,465,165	\$1,429,996	\$2,895,161
Total	\$1,465,165	\$1,429,996	\$2,895,161

ATTACHMENT A

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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.
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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.

Attachment B IGT/DSH Budget Proposal

	SFY 2018	SFY 2019	Contract Total
DSH	\$1,465,165	\$1,429,996	\$2,895,161
Total	\$1,465,165	\$1,429,996	\$2,895,161

RESOLUTION
TO TRANSFER \$3,000,000 FROM THE WASHOE COUNTY GENERAL FUND
STABILIZATION ACCOUNT TO THE ROADS FUND
FOR EXPENSES INCURRED AS A RESULT OF NATURAL DISASTERS

WHEREAS, on January 17, 2017, the Board of County Commissioners ratified the Declaration of a State of Emergency declared by the Washoe County Board of Commissioners on Friday, January 6, 2017, related to the flooding of the Truckee River channel and neighboring areas in Washoe County; and

WHEREAS, on March 14, 2017, the Board of County Commissioners ratified the Declaration of a State of Emergency declared on February 28, 2017 related to flooding in the North Valleys area; and

WHEREAS, Washoe County expects to incur significant expenses related to debris removal and the repair or replacement of roads, streets, bridges, water control facilities, public buildings, public utilities, recreational facilities and parks owned by the local government and damaged by the natural disasters, with the estimated costs being more than \$5 million; and

WHEREAS, in 2007, the Board of County Commissioners approved a resolution establishing a stabilization account, which may be used to stabilize the operation of the local government and mitigate the effects of natural disasters pursuant to NRS 354.6115; and

WHEREAS, the total available resources in the General Fund Stabilization Account, which is held as a Commitment in the General Fund, are \$3,000,000.

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

Section 1. That the budget of the Washoe County Roads Fund be adjusted by \$3,000,000 via a transfer from the Stabilization Account, which is held as a Commitment in the General Fund, as follows:

<u>Roads Fund</u>	
<u>Increase Expenditures</u>	
C216003 - 781003 Road, Bridge Capital	\$ 3,000,000.00
<u>Transfer from General Fund Stabilization Account</u>	
<u>Interfund Transfers</u>	
C188500 - 812216 Transfer from General Fund to Roads Fund	\$ 3,000,000.00
C216003 - 621001 Transfer into Roads Fund	\$ 3,000,000.00

Section 2. That any reimbursements for disaster-related expenses received from the Federal Emergency Management Agency (FEMA) to the General Fund shall first be deposited into the

1-15757

Stabilization Account, until the balance of the Stabilization Account reaches \$3,000,000. Any reimbursements from FEMA to the General Fund after the balance of the Stabilization Account reaches \$3,000,000 shall be available for other uses, as approved by the Board of County Commissioners either as part of the annual budget process or separate action.

Section 3. This Resolution shall be effective on passage and approval.

Section 4. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Office.

Adopted this 12th day of September, 2017.



Chairman, Washoe County
Board of County Commissioners

ATTEST:



County Clerk: Nancy Parent

