

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

TUESDAY

2:00 P.M.

JUNE 23, 2009

PRESENT:

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

**Amy Harvey, County Clerk**  
**Dave Childs, Acting County Manager**  
**Melanie Foster, Legal Counsel**

ABSENT:

**Bob Larkin, Commissioner**

The Washoe County Board of Commissioners convened at 2:05 p.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:

**09-643      AGENDA ITEM 3**

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

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

Essentials of Management Development  
Cindy Adams, Social Worker III, Social Services

Essentials of High Performing Teams  
Noel Haycock, GIS Specialist, Assessor’s Office  
Wendy Jauregui, Office Assistant III, Assessor’s Office

Essentials of Personal Effectiveness  
Christy Smith, Assistant II, Animal Services  
Wendy Jauregui, Office Assistant III, Assessor’s Office

Essentials of Support Staff

Cynthia Dodson, Office Support Specialist, Assessor's Office

Wendy Jauregui, Office Assistant III, Assessor's Office

Christy Smith, Assistant II, Animal Services

**09-644            AGENDA ITEM 4 – RESOLUTION OF APPRECIATION**

**Agenda Subject: “Resolution of Appreciation--Neil Upchurch. (Requested by Chairman Humke.)”**

Chairman Humke read and presented the Resolution to Sue Ehrlich, Mr. Upchurch's wife. He discussed some of Mr. Upchurch's achievements in the community, and attributed the creation of the Truckee River Flood Project to some of Mr. Upchurch's suggestions. Ms. Ehrlich thanked the Board. Naomi Duerr, Flood Project Director, talked about Mr. Upchurch's tremendous dedication and contribution to the Flood Project. She said he was a geologist who had been well known in the community, and a dear man who always knew how to say the right thing at the right time.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 4 be approved and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-645            AGENDA ITEM 5 - PROCLAMATION**

**Agenda Subject: “Proclamation--Getting to Know Your Neighbor Week, June 20-30, 2009.”**

Commissioner Jung read and presented the Proclamation to Mark Hebert. Mr. Hebert commented that getting to know your neighbor should not just be a cliché. He suggested everyone should all just get out and do it.

In response to the call for public comment, Sam Dehne spoke in favor of Getting to Know Your Neighbor Week.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 5 be approved and adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**09-646            AGENDA ITEM 6 – RESOLUTION OF APPRECIATION**

**Agenda Subject: “Resolution of Appreciation--Recognition and commending Washoe County Legislative Team.”**

Commissioner Weber read and presented the Resolution to Legislative Team members John Slaughter, Management Services Director; Julie Skow, Program Assistant; and Captain Tim Kuzanek of the Sheriff's Office.

Mr. Slaughter commented on the nature of the team effort, beginning with guidance from the Board and the County Manager. He acknowledged Julie Skow and Nathan Branscome of the Manager's Office, Kristin Erickson of the District Attorney's Office, Tim Kuzanek of the Sheriff's Office, and Orrin Johnson of the Public Defender's Office. He stated there were 60 or 70 people involved in the Legislative Team's efforts, and the team had been able to talk with key individuals in every department to discuss the impacts of various legislative items.

Captain Kuzanek indicated hundreds of bills were followed from a law enforcement perspective. He noted the Sheriff's Office and the Las Vegas Metropolitan Police Department had been fairly successful in mitigating changes they did not think were appropriate for law enforcement in the State of Nevada, and in successfully pushing many amendments to assist law enforcement efforts throughout the State.

Julie Skow said it had been her pleasure to work with all of the departmental contacts to make sure the team members in Carson City received information in a timely manner.

Commissioner Breternitz commented that he received positive feedback from Legislators, citizens and a number of lobbyists about the professionalism, honesty and integrity of the Washoe County team. Commissioner Jung agreed. Commissioner Weber expressed her appreciation as President of the Nevada Association of Counties. Chairman Humke thanked all of the team members for their diligent efforts.

In response to the call for public comment, Sam Dehne commended the Legislative Team.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 6 be approved and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-647      AGENDA ITEM 7 – PUBLIC COMMENT**

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

Acting County Manager Dave Childs stated: "The Chairman and the Board of County Commissioners intend that their proceedings should demonstrate the

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

Tom Noblett commented about the resolution to grant recreation powers to the Sun Valley General Improvement District in Agenda Item 41. He said he was told the process would take six months, and he was hoping it could be shortened to three months so that the Sun Valley Swimming Pool could open next summer.

Ardena Perry provided a copy of her written comments to the Board, which was placed on file with the Clerk. She spoke about issues related to Animal Services and Agenda Item 27.

Sam Dehne objected to the decorum statement based on his First Amendment rights.

#### **DISCUSSION – CONSENT AGENDA**

Acting County Manager Dave Childs announced that Agenda Item 9J2 had been removed from the consent agenda.

In response to the call for public comment, Sam Dehne objected to the number of items and amount of money included in the consent agenda.

#### **09-648      AGENDA ITEM 9A – MINUTES**

**Agenda Subject:** "Approve minutes for the Board of County Commissioners' regular meeting of March 17, 2009, and special meetings of April 21 and April 24, 2009."

There was no public comment on this item.

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

#### **09-649      AGENDA ITEM 9B**

**Agenda Subject:** "Cancel July 21, 2009 County Commission meeting."

There was no public comment on this item.

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

**09-650            AGENDA ITEM 9C – ASSESSOR’S OFFICE**

**Agenda Subject:** “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2007/2008, 2006/2007, 2005/2006 secured and unsecured tax rolls as outlined in Exhibit A; and if approved, authorize Chairman to execute Order for same and direct the Washoe County Treasurer to correct the errors [cumulative amount of decrease \$44,813.17]. (Parcels are in various districts as outlined in the Exhibit.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9C be approved, authorized, executed and directed.

**09-651            AGENDA ITEM 9D – MANAGER’S OFFICE**

**Agenda Subject:** “Approve Second Addendum to Agreement for a Weighted Caseload Study between George Mason University/The Spangenberg Project and Washoe County (no fiscal impact); and if approved, authorize Chairman to execute same. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9D be approved, authorized and executed.

**09-652            AGENDA ITEM 9E – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject:** “Approve payments [\$10,468] to vendors for assistance of 55 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9E be approved.

**09-653            AGENDA ITEM 9F – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Acknowledge Receipt of Truckee River Flood Management Project Status Report for May 2009. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9F be acknowledged.

**09-654            AGENDA ITEM 9G1 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Accept Commissioner Larkin’s recommendation to reappoint Richard J. Cieri and accept Commissioner Jung’s recommendation to reappoint Mary Harcinske to the Washoe County Board of Adjustment for a term ending June 30, 2013. (Commission Districts 4 and 3)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G1 be accepted and approved.

**09-655            AGENDA ITEM 9G2 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Adopt Resolution modifying the membership of the Incline Village/Crystal Bay Citizen Advisory Board to change the single Crystal Bay member position to an At-Large member position; and if adopted, authorize Chairman to sign the Resolution on behalf of the Commission. Reappoint Guy Burge, Deborah Nicholas and Mike Sullivan and appoint Mark Alexander as At-Large members with appointments to June 30, 2011 on the Incline Village/Crystal Bay Citizen Advisory Board. (Commission District 1)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G2 be adopted, authorized and approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-656            AGENDA ITEM 9G3 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Francine Donschick as a District 3 member and John White as a North Valleys member, and appoint Frank A. Schenk as a Cold Springs member, with all appointments to June 30, 2011 on the North Valleys Citizen Advisory Board. (Commission Districts 3 and 5)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G3 be approved.

**09-657            AGENDA ITEM 9G4 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint James T. Georges and Linda Woodland and appoint Jim Brunson as At-Large members to June 30, 2011 on the Sun Valley Citizen Advisory Board. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G4 be approved.

**09-658            AGENDA ITEM 9G5 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Bob Rusk as an At-Large Alternate and Debbie Sheltra as an At-Large member to June 30, 2011 on the West Washoe Valley Citizen Advisory Board (Commission District 2)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G5 be approved.

**09-659            AGENDA ITEM 9G6 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Bobbie Barlow and Lisa McNeill and appoint Karen Valitzski as At-Large members to June 30, 2011 on the Gerlach/Empire Citizen Advisory Board. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G6 be approved.

**09-660            AGENDA ITEM 9G7 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Jeanne Herman, Robert White and Jeff Wiggins as At-Large members to June 30, 2011 on the Warm Springs Citizen Advisory Board. (Commission District 4)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G7 be approved.

**09-661            AGENDA ITEM 9G8 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Michele Lani, Ida Louise Swires and Bambi Van Dyke as At-Large members to June 30, 2011 on the East Truckee Canyon Citizen Advisory Board. (Commission District 4)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G8 be approved.

**09-662            AGENDA ITEM 9G9 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Roy King as an At-Large Alternate and appoint Jody Covert as a Steamboat/Toll Road member to June 30, 2011 on the Galena-Steamboat Citizen Advisory Board. (Commission District 2)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G9 be approved.

**09-663            AGENDA ITEM 9G10 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Accept Commissioner Larkin’s nomination and appoint Vaughn Hartung to a seat on the Washoe County Planning Commission for a term effective July 1, 2009 and expiring June 30, 2013. (Commission District 4)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G10 be approved.

**09-664            AGENDA ITEM 9G11 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Max Bartmess, Steve Grosz and Greg Prough as At-Large members; appoint Darcy Smernis and John Bilka as At-Large members; and, appoint Kevin Roukey as an At-Large Alternate; with all appointments to June 30, 2011 on the Spanish Springs Citizen Advisory Board. (Commissioner Larkin, Commission District 4)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9G11 be approved.

**09-665            AGENDA ITEM 9H1 – JUVENILE SERVICES**

**Agenda Subject: “Approve the National School Lunch and School Breakfast Program Agreement between the Nevada Department of Education (Child Nutrition Programs) and Washoe County (Department of Juvenile Services) for the term July 1, 2009 through June 30, 2010; and, if approved, authorize Chairman to execute Certification Page of Agreement. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9H1 be approved, authorized and executed.

**09-666            AGENDA ITEM 9H2 – JUVENILE SERVICES**

**Agenda Subject: “Accept Fiscal Year 2009/10 Office of Juvenile Justice and Delinquency Prevention Formula Grant (expansion of the Children’s Cabinet’s Transition Services Program for Hispanic Youth) [\$3,749.80 with no County match] from the Juvenile Justice Commission to fund aftercare services for Hispanic youth returning from China Springs and Aurora Pines Youth Camps; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9H2 be accepted and directed.

**09-667            AGENDA ITEM 9H3 – JUVENILE SERVICES**

**Agenda Subject: “Accept Title V Juvenile Detention Alternative Initiative Transition Specialist Grant Funds from Office of Juvenile Justice and Delinquency Prevention [\$10,000 with no County match]; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9H3 be accepted and directed.

**09-668            AGENDA ITEM 9H4 – JUVENILE SERVICES**

**Agenda Subject: “Accept Fiscal Year 2009/10 Office of Juvenile Justice and Delinquency Prevention Formula Grant [\$64,209.20 - no County match] from the Juvenile Justice Commission to fund a Community Outreach Specialist position; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9H4 be accepted and directed.

**09-669            AGENDA ITEM 9I – LIBRARY**

**Agenda Subject: “Approve Revised Interlocal Agreement between the County of Washoe, Washoe County School District and the State of Nevada (Nevada Department of Wildlife) that established a branch library and nature center adjacent to the Verdi Elementary School [Washoe County’s share of the annual increase in utility costs for the approximate 1,000 square-foot addition estimated at \$1,817]; and if approved, authorize Chairman to sign execute the Revised Agreement. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda

Item 9I be approved, authorized and executed. The Revised Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-670            AGENDA ITEM 9J1 – PUBLIC WORKS**

**Agenda Subject: “Approve proposal from the Washoe County Courthouse Historical & Preservation Society to contract with artist Loren A. Jahn to paint a 14’x17’x9½’ mural in the stairwell of the historic courthouse; and, if approved, have the Chairman accept the gift of the mural from the Society.”**

In response to the call for public comment, Sam Dehne commended the Society for donating approximately \$18,000 to have the mural painted.

On behalf of the Board, Acting County Manager Dave Childs thanked the Washoe County Courthouse Historical & Preservation Society for their generous gift.

Judge Peter Breen and Former State Senator Coe Swobe displayed a rendering of the proposed mural created by Loren Jahn, a well known local artist. Mr. Swobe noted the mural portrayed the historical Lakes Crossing Bridge, the Riverside Hotel, the 1873 Court House, the 1910 addition to the Court House, and a trolley car that used to travel the length of Virginia Street. It was anticipated that painting would begin in July 2009 during Reno’s annual Artown celebration. He stated the mural was funded primarily by donations from people who were allowed to have their names inscribed on the back of seats during remodeling of the historical courtroom.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9J1 be approved and accepted.

**09-671            AGENDA ITEM 9J3 – PUBLIC WORKS**

**Agenda Subject: “Approve Second Amendment to Lease between Edward F. and Carol Jean Newman and Washoe County for a 66-month term, commencing July 1, 2009 through November 30, 2014, to accept a lease concession and extend the term of the Lease, for the continued occupancy of the Incline Justice Court located at 865 Tahoe Boulevard in Incline [fiscal impact for Fiscal Year 2009/10 is reduced to \$55,540 and will be covered in the Incline Courts budget]. (Commission District 1)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9J3 be approved.

**09-672            AGENDA ITEM 9J4 – PUBLIC WORKS**

**Agenda Subject: “Approve Resolution to donate two used surplus vehicles: a 2003 Ford Explorer Police Package SUV (VIN #1FMZU73W73ZB05697) and a 1998 Chevrolet Malibu Mid-Size Sedan (VIN#1G1ND52T6W6202032) in “AS IS” condition to Sierra Fire Protection District from the Public Works Equipment Services Fund; and, if approved, authorize Chairman to execute Resolution. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9J4 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-673            AGENDA ITEM 9J5 – PUBLIC WORKS/LIBRARY**

**Agenda Subject: “Approve First Amendment to Lease between Mercey Springs 152 Partners, LLC and Washoe County for a 36-month term, commencing July 1, 2009 through June 30, 2012, to accept a lease concession and extend the term of the Lease one year, for the continued occupancy of the North Valleys Library Branch located at 1075 North Hills Boulevard in Reno [\$53,832 for Fiscal Year 2009/10]; and if approved, authorize Chairman to execute First Amendment to Lease. (Commission District 3)”**

On behalf of the Board, Acting County Manager Dave Childs thanked the landlords for their lease concession, which significantly reduced the Library’s costs.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9J5 be approved, authorized and executed.

**09-674            AGENDA ITEM 9K1 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve and execute a Resolution to support Sierra Nevada Community Aquatics, Inc. in their efforts to raise funds to construct, operate and maintain a multifaceted public aquatic center in Washoe County. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda

Item 9K1 be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-675            AGENDA ITEM 9K2 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Regional Parks and Open Space Department to solicit written proposals to select a qualified respondent to asphalt pave the existing gravel parking lot and driveway at White’s Creek Park and install irrigation and landscaping material, funded by Residential Park Construction Tax; and if authorized, direct Finance to make appropriate budget adjustments. (Commission District 2)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9K2 be authorized and directed.

**09-676            AGENDA ITEM 9L1 – SHERIFF’S OFFICE**

**Agenda Subject: “Approve donation of miscellaneous used laboratory equipment from the Washoe County Sheriff’s Forensic Science Division to the Washoe County School District [estimated value \$3,650]. (All Commission Districts)”**

On behalf of the Board, Acting County Manager Dave Childs thanked the Sheriff’s Office for their support of the Washoe County School District.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L1 be approved.

**09-677            AGENDA ITEM 9L2 – SHERIFF’S OFFICE**

**Agenda Subject: “Approve Interlocal Contract between Public Agencies: Washoe County (Sheriff’s Office, Forensic Science Division) and State of Nevada (Department of Public Safety, Division of Parole and Probation) for DNA testing of Compact Parole and Probation cases for the term of July 1, 2009 through June 30, 2011) [estimated income \$150 per client - estimated income approximately \$10,000 annually]; and if approved, authorize Chairman to execute Contract. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L2 be approved, authorized and executed. The Interlocal Contracts for same are attached hereto and made a part of the minutes thereof.

**09-678            AGENDA ITEM 9L3 – SHERIFF’S OFFICE**

**Agenda Subject: “Approve Interlocal Contract between Las Vegas Metropolitan Police Department and Washoe County (Sheriff’s Office) for reimbursement of overtime [not to exceed \$10,000] and internet connection expenses [not to exceed \$1,400] for Internet Crimes Against Children Investigations; and if approved, authorize Chairman to execute Contract and direct Finance to make necessary budget adjustments.(All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L3 be approved, authorized, executed and directed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**09-679            AGENDA ITEM 9L4 – SHERIFF’S OFFICE**

**Agenda Subject: “Accept donated items from Fallon Navy Air Base to the Washoe County Sheriff’s Office (one high performance rescue hoist [\$215,576] and two night sun searchlight units [\$6,240 each]) to be utilized by the flight operations unit at the Washoe County Sheriff’s Office - equipment obtained at no charge to Washoe County from the military. (All Commission Districts)”**

On behalf of the Board, Acting County Manager Dave Childs thanked the Fallon Navy Air Base for their generous donations of surplus federal property.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L4 be accepted.

**09-680            AGENDA ITEM 9L5 – SHERIFF’S OFFICE**

**Agenda Subject: “Accept Grant Award [\$8,000 - no County match required] from Join Together of Northern Nevada to cover overtime costs related to enforcing underage drinking laws activities; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L5 be accepted and directed.

**09-681            AGENDA ITEM 9L6 – SHERIFF’S OFFICE**

**Agenda Subject: “Approve Agreement for Contract Legal Services between the County of Washoe and Patrick D. Dolan [\$80,730] as specified in the Agreement, July 1, 2009 to June 30, 2010; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L6 be approved, authorized and executed.

**09-682            AGENDA ITEM 9L7 – SHERIFF’S OFFICE**

**Agenda Subject: “Approve sole source purchases [\$74,277.08] for one complete Ahura Scientific Chem / Bio Identification system (to be purchased utilizing Federal Fiscal Year 2008 Department of Homeland Security State Homeland Security Program grant funding. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9L7 be approved.

**09-683            AGENDA ITEM 9M1 – SENIOR SERVICES**

**Agenda Subject: “Accept cash donations [\$25,684.69] for the period April 1, 2009 through June 1, 2009 plus any new cash donations that might be received through June 30, 2009 for the fourth quarter of Fiscal Year 2008/09; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

On behalf of the Board, Acting County Manager Dave Childs thanked various individuals for their generous donations to Senior Services.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9M1 be accepted and directed.

**09-684            AGENDA ITEM 9M2 – SENIOR SERVICES**

**Agenda Subject: “Approve appointments of Dennis L. Chin, PhD, Shirley M. LeGoy, Connie McMullen, and Rob Morrison to the Washoe County Senior Services Advisory Board for the term July 1, 2009 through June 30, 2013. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9M2 be approved.

**09-685            AGENDA ITEM 9N1 – SOCIAL SERVICES**

**Agenda Subject: “Authorize Chairman to execute Agreement between the County of Washoe (Social Services) and The Children’s Cabinet to provide shelter services in the Kids Kottage III facility to house children designated as runaway [projected revenue up to \$160,000 over the two-year period]. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9N1 be authorized and executed.

**09-686            AGENDA ITEM 9N2 – SOCIAL SERVICES**

**Agenda Subject: “Authorize Department of Social Services to enter into Agreements for Provision of Specialized Foster Homes with foster care providers who provide specialized treatment services at a daily rate of \$40.55 for children up to and including 12 years of age and at a daily rate of \$43.52 for children 13 years and over; and if approved, authorize Acting Purchasing and Contracts Administrator to execute Agreements. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9N2 be authorized, approved and executed.

**09-687            AGENDA ITEM 9O1 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve and authorize Chairman to execute Lease of Water Rights between Washoe County and Montreux Golf Club, Ltd., for irrigation**

**purposes at the Montreux Golf Course, located in the southwest Truckee Meadows area [providing approximately \$73,056.60 annually in revenue to the Department of Water Resources. (Commission District 3)]”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 901 be approved, authorized and executed.

**09-688            AGENDA ITEM 902 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve and authorize Chairman to execute the Water Rights Deed between Washoe County and Alan Glen reconveying 1.00 acre-feet of groundwater rights. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 902 be approved, authorized and executed.

**DISCUSSION – BLOCK VOTE – AGENDA ITEMS 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 36, 37, 38, 40 AND 41 (SEE MINUTE ITEMS 09-689 THROUGH 09-705)**

The Board consolidated Agenda Items 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 36, 37, 38, 40 and 41 into a single block vote.

In response to the call for public comment, Sam Dehne noted there was a lot of money involved in some of the block vote items. He suggested more discussion might be warranted.

**09-689            AGENDA ITEM 12 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Recommendation to review Water Rights Application 77581 proposing to change the point of diversion and place and manner of use of 3.63 acre-feet of ground water from Lyon and Storey Counties to a new location encompassing Carson City, Douglas, Lyon, Storey and Washoe Counties; and, authorize the Chairman to recommend approval of the subject application to the Nevada State Engineer. (Commission District 4)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 12 be approved and authorized.

**09-690            AGENDA ITEM 13 – DISTRICT COURT**

**Agenda Subject: “Recommendation to acknowledge the previously approved District Court’s wage reduction of 2.5% in exchange for 2 hours personal leave per pay period from July 1, 2009 to June 30, 2010 and direct Human Resources and Finance to make appropriate changes [savings from this reduction estimated at \$330,000]. (All Commission Districts)”**

In response to the call for public comment, Sam Dehne commended the District Court employees for taking a wage reduction in order to avoid more layoffs.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 13 be acknowledged and directed.

**09-691            AGENDA ITEM 17 – FINANCE/RISK MANAGEMENT**

**Agenda Subject: “Recommendation to authorize Finance Director, as the Acting Risk Manager, to renew the Excess Workers’ Compensation Insurance Policy with Midwest Employers Casualty Insurance Company for one year at a premium of \$190,381 and renew the Property Insurance Policy with Affiliated FM Insurance Company for one year at a premium of \$335,655, which includes an engineering fee of \$10,000, and to purchase the Auto Physical Damage Policy with Travelers Insurance Company for one year at a premium of \$31,735 (funding from Risk Management Fund source)--Finance/Risk Management. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 17 be authorized.

**09-692            AGENDA ITEM 18 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject: “Recommendation to accept the Low Income Housing Trust Funds Welfare Set Aside from the Nevada Housing Division [\$146,250] and approve 2010 Interlocal Agreement with the State of Nevada (Housing Division) for 2009-2010 Low Income Housing Trust Funds; and if all approved, authorize Chairman to sign the Interlocal Agreement and Finance to make necessary adjustments (grant provides assistance to families and seniors in danger of becoming homeless or who**

**are homeless and are in need of assistance with utilities, security deposits, rent or a mortgage payment). (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 18 be accepted, approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-693            AGENDA ITEM 19 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject: “Recommendation to approve and authorize the Chairman to sign an Amendment #1 to the Cooperative Agreement with the City of Reno, City of Sparks and Washoe County for the operation and provision of homeless services at the Community Assistance Center located at 315 Record Street [\$709,096 in cash and \$219,380 in-kind support (for a total of \$928,476) for the County’s portion for Fiscal Year 2009/10]. (All Commission Districts)”**

Commissioner Jung stated the Board of County Commissioners had been tireless in its support of the Community Assistance Center, as part of the Cooperative Agreement with the Cities of Reno and Sparks to provide homeless services. She noted the agenda item involved over \$709,000 in the form of cash support to the Center, with additional funding in the form of in-kind support.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 19 be approved and authorized. The Amendment to the Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**09-694            AGENDA ITEM 20 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Recommendation to approve amendments for Fiscal Year 2008/09 budget [increase of \$100,862 in revenue and expense] to the PHP Base Carry Forward Grant Program (internal order # 10737); approve amendments [increase of \$114,480 in revenue and expense] to the PHP Pan Flu Carry Forward Grant Program (internal order # 10738); and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 20 be approved and directed.

**09-695            AGENDA ITEM 21 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to authorize the Director of the Department of Social Services to accept a Victim of Crime Act (VOCA) Grant [\$259,122 - total grant award is \$323,904 with a 25% match - \$64,782 required] from State Division of Child and Family Services to provide direct services to victims of child abuse and/or domestic violence, grant period is July 1, 2009 through June 30, 2012; and if accepted, authorize Chairman to execute an Agreement between the County of Washoe (Social Services) and Committee to Aid Abused Women (CAAW) - An Organization For Families to perform services outlined in the VOCA grant in the amount of \$66,250 annually to provide direct services to victims and direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 21 be authorized, accepted, executed and directed.

**09-696            AGENDA ITEM 22 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to authorize the Department of Social Services to accept Targeted Case Management reimbursements for Fiscal Year 2009/10 services from Nevada Medicaid [approximately \$2,700,000]; and if accepted, authorize the Department to expend these reimbursements and direct Finance to make appropriate budget adjustments for Fiscal Year 2009/10. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 22 be authorized, accepted and directed.

**09-697            AGENDA ITEM 23 – SHERIFF’S OFFICE**

**Agenda Subject: “Recommendation to approve Forensic Support Services Agreements between the County of Washoe (Sheriff’s Office - Forensic Science Division) and various Local Law Enforcement Agencies: Carlin Police Department \$3,337, Carson City Sheriff’s Office \$21,779, Churchill County Sheriff’s Office \$12,692, Douglas County Sheriff’s Office \$51,034, Elko County Sheriff’s Office**

**\$42,153, Elko Police Department \$35,830, Eureka County Sheriff's Office \$4,594, Fallon Police Department \$28,642, Fallon-Paiute Tribal Police Department \$525, Humboldt County Sheriff's Office \$21,347, Lander County Sheriff's Office \$11,889, Lovelock Police Department \$1,891, Lyon County Sheriff's Office \$84,846, Mineral County Sheriff's Office \$8,377, Nevada Department of Prisons \$5,269, Pershing County Sheriff's Office \$14,591, Storey County Sheriff's Office \$5,945, Truckee Meadows Community College Police Department \$2,702, West Wendover Police Department \$22,968, Winnemucca Police Department \$22,157, Yerington Police Department \$3,513, for Forensic Laboratory Analysis Service Fees for the term July 1, 2009 to June 30, 2010 [income of \$406,081]; and if approved, authorize Chairman to execute Agreements. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 23 be approved, authorized and executed. The Support Services Agreements for same are attached hereto and made a part of the minutes thereof.

**09-698            AGENDA ITEM 24 – SHERIFF'S OFFICE**

**Agenda Subject: "Recommendation to approve Interlocal Contract between the County of Washoe (Sheriff's Office - Toxicology Services Division) and the State of Nevada (Department of Public Safety, Divisions of Investigation and Highway Patrol) for Toxicology Testing for the term July 1, 2009 through June 30, 2011 [estimated income \$120,000 for Fiscal Year 2009/10 and \$120,000 for Fiscal Year 2010/11; and if approved, authorize Chairman to execute Contract. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 24 be approved, authorized and executed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**09-699            AGENDA ITEM 25 – SHERIFF'S OFFICE**

**Agenda Subject: "Recommendation to approve Interlocal Contract between the County of Washoe (Sheriff's office - Forensic Science Division) and State of Nevada (Department of Public Safety) for Forensic Science Services for the term July 1, 2009 through June 30, 2011 [estimated income \$222,813 for Fiscal Year 2009/10 and \$233,954 for Fiscal Year 2010/11; and if approved, authorize the Chairman to execute Contract. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 25 be approved, authorized and executed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**09-700            AGENDA ITEM 26 – SHERIFF’S OFFICE**

**Agenda Subject: “Recommendation to accept Federal Fiscal Year 2009/11 Substance Abuse Prevention and Treatment Agency (three-year grant term) Award [\$345,000 - \$115,000 per year] for Civil Protective Custody Drug and Alcohol Intervention and Counseling; and if accepted, authorize Chairman to execute Substance Abuse Evaluation and Referral Services Agreement between the County of Washoe (Sheriff’s Office) and Bristlecone Family Resources and direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 26 be accepted, authorized, executed and directed.

**09-701            AGENDA ITEM 36 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to authorize the Regional Parks and Open Space Department to extend operation of Sierra Sage Golf Course through October 31, 2009 and approve extension of contracts with Peavine Golf Associates, Inc. for Golf Professional Services and Odette’s Catering for Food and Beverage Management Services through October 31, 2009; and if all approved, direct Purchasing and Contracts Administrator to execute Contract Amendments. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 36 be authorized, approved, directed and executed.

**09-702            AGENDA ITEM 37 – MANAGER’S OFFICE**

**Agenda Subject: “Recommendation to approve First Addendum to renew for one year the Agreement with Robert Bell, Esq. for professional legal services as the Appointed Counsel Administrator [not to exceed \$150,000] pursuant to the Model Court Plan of the Second Judicial District Court filed with the Supreme Court under ADKT No. 411; and if approved, authorize Chairman to execute same. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 37 be approved, authorized and executed.

**09-703            AGENDA ITEM 38 – MANAGER’S OFFICE**

**Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between the County of Washoe (District Court) and Lake’s Crossing Center for professional service to conduct mental health evaluations [not to exceed \$210,717 for each year of the biennium July 1, 2009 to June 30, 2011]; and if approved, authorize the Chairman to execute same. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 38 be approved, authorized and executed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**09-704            AGENDA ITEM 40 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Discussion and possible approval of Professional Services Agreement between the County of Washoe and Martin-Ross and Associates, LLC for service of legal process papers involving the business of the District Attorney’s Office [approximate annual total \$300,000]; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

In response to the call for public comment, Sam Dehne spoke in favor of the agenda item. He suggested there should be funding available for private citizens who need to serve legal documents.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 40 be approved, authorized and executed.

**09-705            AGENDA ITEM 41 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Recommendation to adopt Resolution initiating the process of adding the power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District; setting the date and time for a public hearing on the intention of the Board of County Commissioners to add to the basic powers of the Improvement District; and directing that notice of the hearing be**

**mailed to property owners within the District (requested by Commissioner Weber). (Commission District 5)”**

In response to the call for public comment, Darrin Price, General Manager of the Sun Valley General Improvement District (SVGID), indicated the District looked forward to furthering its many partnerships with Washoe County by adding recreational powers. He said SVGID would cover the cost of sending out notices for the public hearing. He thanked Melanie Foster, Special Deputy District Attorney, for her help in getting the process started.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 41 be approved, adopted and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-706            AGENDA ITEM 35 – FINANCE**

**Agenda Subject: “Recommendation that the County Commission consider and comment on the fiscal effect on local governmental services, if any, of the proposal by the City of Reno to create two Separate Tourism Improvement Districts for the projects proposed by the Northern Nevada Urban Development Company and Nevada Lands, of which the proposed districts include pledging 75% of certain sales and use taxes to repay sales tax anticipation revenue bonds. (All Commission Districts)”**

John Sherman, Finance Director, indicated the Reno Redevelopment Agency asked the Board to consider the agenda item and forward any comments for the City Council’s consideration on July 1, 2009. He explained the Agency was considering the formation of two Tourism Improvement Districts (TID’s) for commercial and residential development – one for projects proposed by the Northern Nevada Urban Development Company, LLC (the Tessera District) and one for projects proposed by Nevada Land, LLC (the Freight House District). He referenced information attached to the staff reports of June 2 and June 22, 2009, which contained the financial analysis done for the City by Meridian Business Advisors. Mr. Sherman stated the TID’s would allow 75 percent of the sales taxes collected from the businesses within them to be applied to the repayment of Sales Tax Anticipation bonds (STAR bonds). He noted the City Council was required to make findings that the STAR bonds would have a positive financial impact on local governments and that more than 50 percent of the sales taxes would be collected from out-of-state visitors. He described the Commission’s role as advisory, and pointed out the Board could remain neutral, express support with or without conditions, or comment that it did not support creation of the TID’s. He stated the consultant’s analysis looked only at the revenue side for Washoe County. He indicated the fiscal impact of a TID on Washoe County had been determined by past staff analysis to be slightly positive or slightly negative depending on the assumptions used.

Commissioner Weber asked whether the Commission originally supported STAR bonds legislation. Mr. Sherman recalled the Board had been supportive during the 2005 Legislative Session. Commissioner Weber wondered how it could be known there would be visitors paying the sales taxes rather than residents. Mr. Sherman said the statute required a preponderance of tourists, which meant greater than 50 percent. He observed the consultant's estimate was that 62 percent of the revenues from the Freight House District would be from out-of-state visitors.

Commissioner Jung questioned whether there was a mechanism for companies to track who was using their services. Mr. Sherman said he supposed it was possible. He pointed out the Commission asked the City of Sparks to keep track of in-state versus out-of-state dollars for the Legends project.

Jerry Katzoff of Nevada Land, LLC, indicated the Baseball Stadium was the catalyst for additional downtown development and revitalization. He displayed a map showing the boundaries of the Freight House District and discussed the long-term plan to develop the area in phases. He noted only new retail establishments within the District would be eligible for the STAR bonds program. He explained new development would generate new revenue to the local governments, and the STAR bonds program would give some of the sales tax money back to the developer as partial reimbursement for their building costs. He stated the success of each phase of development was intended to generate money for the next phase of development. Mr. Katzoff pointed out the consultant's statement that a preponderance of tourists would use the facilities was all that was required, and the statutes did not mandate any formal tracking.

Chairman Humke observed the public policy behind STAR bonds was to create more jobs, attract tourist dollars, and create more overall tax revenue for the local and State governments. He said some people questioned whether tourists really came from out-of-state to see a game at the Baseball Stadium. He asked what attracted people to the District. Mr. Katzoff commented the preponderance analysis had already been done by the consultants, and their report indicated the area qualified as a tourist attraction. He remarked that downtown Reno attracted tourists by its nature. He said the new businesses generated sales taxes that would not exist unless the developers built something. He noted the STAR bonds lasted for 20 years, after which the local governments received the full amount of the sales tax money. He said it was projected that the first phase of restaurants would generate over \$10 million in taxable sales revenue.

Chairman Humke wondered how many jobs were anticipated as a result of the District. Mr. Katzoff noted over 200 construction workers were employed every day for a year in order to build the Baseball Stadium, and about 300 part-time people were employed on game nights to help with food and security. Chairman Humke pointed out the Stadium was thought to be a success because it was very attractive and pleasant in an area that locals did not previously wish to frequent. Eugenia Larmore of Meridian Business Advisors estimated approximately 5,700 jobs over the construction period, including direct and indirect impacts. She stated about 3,200 permanent jobs would remain after the construction was completed.

Steve Polikalis of Northern Nevada Urban Development, LLC displayed a map showing the boundaries of the proposed Tessera District. He said a mixed use development project would be brought forward once the STAR bonds were in place, and would include retail and other types of development that could truly transform a long-blighted area of downtown Reno. He indicated the development project was very viable according to the Meridian study, which was largely premised on tourists coming to downtown Reno.

Mark Lewis, Reno Redevelopment Agency Administrator, thanked the Commission and the County staff. He indicated the City Council and Redevelopment Agency Board would meet July 1, 2009 to consider the Commission's comments.

In response to the call for public comment, Sam Dehne pointed out there were no citizens present to object. He indicated the developers had done a good job with the Baseball Stadium. He spoke in favor of the jobs that would be created through STAR bonds, but expressed concern about how to prove a preponderance of tourism dollars.

Commissioner Breternitz said he had been a strong supporter of the STAR bonds program for a number of years and he was not opposed to the two TID's. He suggested the Commission's comments to the City should request true historical information about whether there was truly a preponderance of tourist dollars spent and about the impacts on the local economy, as opposed to estimates.

Chairman Humke agreed with taking a position of support, with the condition that periodic reporting be done as to the sales tax dollars generated.

Commissioner Jung also agreed with the collection of historical data. She expressed additional concern about funding that the Washoe County School District (WCSD) would not get, and wondered if the City Council would consider further mitigating the impacts to the schools. She noted the condition of the older schools was deplorable, attempts at passing a voter-approved tax had been unsuccessful, and a special committee appointed by the Governor had found no waste in the schools' budgets. She said she totally supported the development projects.

Commissioner Weber agreed with the concept of supporting creation of the TID's with conditions. She wondered if it was a good idea to ask the City to provide a lot of information given the current economic times. She remarked the TID's would undoubtedly bring folks downtown and folks wanted the type of facilities that would be built, so it seemed like a win-win situation.

Chairman Humke stated he had no problem with asking the City to do things that were in the taxpayers' interest. He said it was good to gather the 25 percent of dollars the local governments would not otherwise be getting without the STAR bonds program and emphasized the creation of jobs was important. He remarked the program had not really been used in other parts of the State. He suggested there might be a need

for additional seats in some of the schools if newly created jobs were filled by newcomers to the community. He noted that tourists to the area did not want to see the same things every time they came to visit.

Commissioner Breternitz noted the basis for requesting data was the statutory requirement for a preponderance of tourist dollars. He agreed the projects would generate tourist activity, but said he received questions from his constituents about whether there was truly a preponderance of tourism dollars.

Alfredo Alonzo, of the law firm Lewis and Roca, indicated the developers of the Freight District had already held discussions with the WCSD and hoped to codify an agreement that would give the WCSD more than the 25 percent share of sales taxes. He noted the developers felt it was important to be partners with the WCSD and had been committed to doing more for the schools before anything passed out of the 2009 Legislature. He pointed out the community would also benefit from additional room taxes and property taxes, as well as higher assessment values.

Mr. Polikalis stated his group had been in multiple conversations with the WCSD and he believed satisfactory resolution would be achieved with them. As locals to Northern Nevada, he said the group felt the improvement of the educational system was one of the primary things they wanted to do for economic development in the region. He indicated the school impacts estimated in the Meridian report were based on the assumption that all new employees would be new to the region. He suggested the economic situation made it more likely that only about 25 percent of the new employees would be new to the area. He observed the Local Schools Support Tax (LSST) would result in \$7 to \$8 million going to the local school district. Chairman Humke clarified the LSST was a portion of the sales tax that went to support local schools.

Commissioner Breternitz said he was in full agreement about the benefits to the area. He noted it was much easier to support and promote the benefits when there was real data behind them. He stated it was in everyone's best interest to have real numbers showing the impact of a project five years after its inception.

Chairman Humke said he did not believe a formal motion was required. He stated it was clearly the Commission's direction to support the TID's with the conditions noted during discussion. Mr. Sherman agreed. He pointed out, when such matters had come before the Board in the past, they had simply provided their comments to be recorded and passed along.

No further action was taken on this item.

**4:00 p.m.** The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District with Commissioner Larkin absent.

**4:03 p.m.** The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with Commissioner Larkin absent.

**4:15 p.m.** The Board reconvened as the Board of Washoe County Commissioners with Commissioner Larkin absent.

**09-707            AGENDA ITEM 14 – BUILDING AND SAFETY**

**Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code by repealing provisions in Chapter 100 relating to work exempt from permit and by adding new provisions with certain changes concerning work exempt from permit, and providing other matters properly related thereto (schedule second reading for July 14, 2009 and upon second reading and adoption that the effective date be August 1, 2009). (All Commission Districts)”**

Don Jeppson, Director of Building and Safety, explained the Ordinance would remove antiquated language from the County Code.

There was no response the call for public comment.

Amy Harvey, County Clerk, read the Ordinance title for Bill No. 1592.

Bill No. 1592, entitled, “**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY REPEALING PROVISIONS IN CHAPTER 100 RELATING TO WORK EXEMPT FROM PERMIT AND BY ADDING NEW PROVISIONS WITH CERTAIN CHANGES CONCERNING WORK EXEMPT FROM PERMIT, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO**” was introduced by Commissioner Weber, the title read to the Board and legal notice for final action of adoption directed.

**09-708            AGENDA ITEM 15 – BUILDING AND SAFETY**

**Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 100 of the Washoe County Code by adding thereto a provision increasing fees for building permits, including building permits, other inspection and permit fees, and plan review fees, and providing other matters properly related thereto (schedule second reading for July 14, 2009 and upon second reading and adoption that the effective date be August 1, 2009). (All Commission Districts)”**

Don Jeppson, Director of Building and Safety, indicated the Ordinance would correct a slight error in the fee schedule for permit fees, and change the hourly rate for inspections and plan reviews to be more reflective of actual costs.

Commissioner Breternitz noted the hourly rates had doubled and requested more explanation of the formula used. Mr. Jeppson stated the budget for staff had been reduced, but overhead costs were still relatively high. He noted the previous fee structure never really reflected actual costs, and was put into place at a time when a great deal of revenue was coming in. He said the department was being asked to do some inspections

after hours now that there was a reduced staff working a 32-hour work week, and it was important to recover true costs. He pointed out the actual costs averaged about \$97.00 per hour, but \$90.00 per hour was proposed in the Ordinance. He indicated it might be possible to lower hourly costs when the economy started to grow again and the department could add more line staff.

Commissioner Breternitz questioned whether the changes had been presented to some of the local building associations. Mr. Jeppson said he talked to the associations and they seemed to understand. He indicated the changes were also presented to the department's advisory committee.

Amy Harvey, County Clerk, read the Ordinance title for Bill No. 1593.

Bill No. 1593, entitled, "**AN ORDINANCE AMENDING CHAPTER 100 OF THE WASHOE COUNTY CODE BY ADDING THERETO A PROVISION INCREASING FEES FOR BUILDING PERMITS, INCLUDING BUILDING PERMITS, OTHER INSPECTION AND PERMIT FEES, AND PLAN REVIEW FEES, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO**" was introduced by Commissioner Weber, the title read to the Board and legal notice for final action of adoption directed.

**09-709            AGENDA ITEM 16 – FINANCE**

**Agenda Subject: "Introduction and first reading of an Ordinance amending Chapter 15 of the Washoe County Code (County Finances; Purchasing) by increasing the purchasing limit and eliminating the separate limit for knowledge based services and other matters properly related thereto. (All Commission Districts)"**

John Sherman, Finance Director, said the Board previously considered the issue in May 2009, and directed staff to bring forward an Ordinance amendment to achieve the changes proposed in the agenda item. He indicated the Ordinance would increase the threshold that could be approved at the staff level to \$100,000, and would institute a policy that any RFP or bid involving \$50,000 or more would have to come before the Board for approval. Chairman Humke clarified with Mr. Sherman that a public hearing for second reading and adoption would most likely be scheduled on July 14, 2009.

Amy Harvey, County Clerk, read the Ordinance title for Bill No. 1594.

Bill No. 1954, entitled, "**AN ORDINANCE AMENDING CHAPTER 15 OF THE WASHOE COUNTY CODE (COUNTY FINANCES; PURCHASING) BY INCREASING THE PURCHASING LIMIT AND ELIMINATING THE SEPARATE LIMIT FOR KNOWLEDGE BASED SERVICES AND OTHER MATTERS PROPERLY RELATED THERETO**" was introduced by Commissioner

Breternitz, the title read to the Board and legal notice for final action of adoption directed.

**09-710            AGENDA ITEM 27 – PUBLIC WORKS**

**Agenda Subject: “Discussion and possible direction on matters related to the Regional Animal Services Program and acknowledge receipt of presentation and status update on the Regional Animal Services Program. (All Commission Districts)”**

Dan St. John, Public Works Director, stated the Regional Animal Services Center (RASC) provided an excellent example of a successful public-private partnership with the Nevada Humane Society (NHS), as well as an excellent example of successfully shared regional services. He identified several key issues the Board had requested for specific discussion in addition to the status update, including: the use of the Chameleon legacy management software system, an assessment of the progress toward meeting RASC goals established by the Board and by the Cities of Reno and Sparks, information about no-kill community practices, and a possible process for getting increased citizen input into the operations of the RASC.

Mitch Schneider, Acting RASC Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. He reviewed the history and mission of the RASC. He presented data about the number of field service calls, shelter intake numbers, and outcomes for animals taken in. He emphasized it was beneficial to get people to register their animals so they could be returned rather than impounded. He observed there was a negative impact on the staff responsible for euthanizing animals, as well as an economic impact to the community when animals could not be returned to their owners. He noted the Legislature recently passed stricter laws regarding animals in vehicles during extreme heat or cold, as well as legislation requiring the RASC to assist pet owners during a disaster. He pointed out the RASC rescue team was cross training with the volunteer CERT team from the Sheriff’s Office and working with the NHS on disaster preparedness. He talked about the County’s low euthanasia rate when compared with Clark County or with the national rate. He remarked the RASC had one of the safest animal communities in the Country and was becoming a model for other communities. He talked about a recent facility assessment done by the American Humane Association. Although the final report was not yet available, he said preliminary feedback indicated the Association was impressed with the staff’s professionalism, commitment, communication, teamwork, and approach with the public. Mr. Schneider observed the partnership with the NHS was working beautifully. He acknowledged the efforts of several other animal rescue partners in the community. He noted the Truckee Meadows Community College Vet Tech program also worked out of the RASC facility and with the NHS. He talked briefly about some of the RASC’s spay/neuter, microchip and other types of programs. He noted the Animal Control Board, which was made up of volunteers, was a tremendous asset to the community. He stated they were responsible for approving kennel permits, cattery permits and exotic permits, and contributed some sound advice on other matters from time to time. With respect to a no-kill community

concept, he said he preferred to call it a pet friendly community because the term no-kill could be somewhat misunderstood. He indicated aggressive animals and animals that were extremely ill were not likely to have a positive outcome if returned to the community. He suggested there was a need to have some community discussion and to assess the fiscal impacts before pursuing such a policy. He noted the RASC already supported the intention of no-kill and was striving to avoid euthanasia every day. He recommended consideration of requiring fees and licensing, particularly for cat owners, if such a policy was to be implemented.

Bonnie Brown, Executive Director of the NHS, conducted a PowerPoint presentation, which was placed on file with the Clerk. She discussed the results of the NHS pet adoption program over the past three years. She noted the adoption rate rose dramatically in 2007, which was the first year the NHS pushed aggressively for adoptions. She stated good new homes were found for over 8,600 pets in 2008. She indicated there was a similar increase in the number of animal lives saved over the same period of time. She attributed the increase in the save rate to adoptions and the efforts of all of the community's rescue groups. She agreed with Mr. Schneider that euthanasia came at a human price, as well as an animal price. Ms. Brown indicated the number of animals transferred to NHS from the RASC had more than doubled over the last three years, although there had been a slight decrease in the number of owners surrendering their pets. She pointed out the organization's no-kill mission and policies were very appealing to volunteers, who knew the animals they were seeing would probably be adopted or would be there the next time they came back. She said the NHS euthanized animals that were suffering, were deemed by the veterinary team to have a poor prognosis for recovery, or those that posed a risk to public safety. She observed the NHS provided over 2,500 free and low cost spay/neuter surgeries during 2008. She explained every animal that went through the shelter was spayed or neutered, vaccinated and microchipped before leaving the facility, which helped the long-term goal of reducing the number of animals that might need shelter in the future. She stated the NHS had expanded its hours to make it more convenient for people to visit and adopt when they were off work. She briefly talked about the Seniors for Seniors Pet Adoption program, which waived the adoption fee in order to place dogs and cats greater than six years old with senior citizens. She discussed the free services provided to the community by the animal help desk, which had already responded to over 20,000 calls and emails in 2009. She noted behavioral issues were the most common reason people requested help desk assistance, and were also the number one reason for pet relinquishment. She pointed out the help desk was often able to step in and help people resolve a problem so they could stay with their pet. She acknowledged several other community partnerships, including spay/neuter programs sponsored by Lifestyle Homes and the Robert Z. Hawkins Foundation. She said a facility assessment was recently completed and the report would be provided as soon as it was available. She commented the community was getting a growing amount of national attention from other communities that wanted to know how the save rate was accomplished, and wanted to hear about the successful public-private partnership. Ms. Brown thanked the many donors and volunteers of the NHS, which was a nonprofit organization that relied primarily on donations from the public.

Mr. St. John indicated the Board previously requested discussion relative to citizen input. He stated it was the staff recommendation to consider the formation of a Regional Animal Services forum that would come together at a facilitated meeting to discuss topical issues on a quarterly basis.

Commissioner Weber said she believed there should be a public Board meeting specific to Animal Services issues that would give the community an opportunity to participate. She suggested the Board and the taxpayers needed a copy of the facility assessment reports. She also expressed concern about moving forward with only four Commissioners present. She stated the Cities should be included, or at least provided with the same information. Mr. St. John pointed out the agenda item was an opportunity for the Board to provide direction, but no definitive Board action was required and the staff was not recommending any operational changes at the current time. He indicated it had been the goal for the regional facility to be well run, progressive and fiscally sound. He noted the RASC was fiscally sound, and had a \$2.5 million fund balance that would be dedicated for long-term capital improvements as they became necessary. He observed the RASC was doing a lot of great things, as reflected by the numbers presented during the status update. He suggested Commissioner Weber's point about community involvement was well taken, but staff was not proposing anything such as an Ordinance change that might have a significant fiscal impact. Commissioner Weber asked about the three-year facility assessment. Mr. St. John observed the assessment was required under the current interlocal agreement. He agreed to provide copies of the RASC and the NHS assessment reports. Commissioner Weber questioned references in the staff report about moving forward with a no-kill community concept. Mr. St. John explained the information in the staff report was provided to assist the Board's discussion, but staff was not suggesting adoption by the Board. Commissioner Weber wondered how often there had been discussion with the community since 2006 about the regional services, the partnership with NHS, and many of the other issues. Mr. St. John suggested a forum would allow discussion of many such things, and would not be in conflict with the Community Advisory Boards or Neighborhood Advisory Boards.

Commissioner Jung said it was obvious the taxpayers were in support of a clean, responsible, state of the art, regional animal services facility because they voted overwhelmingly for a special tax. She noted the numbers of volunteers, animal redemptions and animal rescues were all evidence of strong community support. She pointed out the Animal Control Board was not truly an oversight panel because it did not look at things such as the budget and the euthanasia rate. She stated a community forum would not get into that level of detail, although quarterly meetings with the community were probably a good idea. She strongly suggested an oversight committee, particularly because the RASC was funded through a special tax. She commented an oversight committee could look into the policy issues raised by Commissioner Weber, could make the operation more transparent, and could inform the community about the RASC. She indicated it did not seem unreasonable to ask for more staff information about what an oversight committee would look like with Commissioner Larkin absent.

Commissioner Breternitz said he could not take a position about an oversight committee without more information about the amount of money generated by the special tax, where it went, and whether any portion of it could be used to fund the costs of a committee. He expressed concern about any substantial costs given the current fiscal situation.

Chairman Humke agreed with Commissioner Breternitz. He said it would be difficult to do any new spending unless there was a dedicated source of revenue to support a committee. He referenced Mr. Schneider's earlier comments that the RASC already aspired to a no-kill goal. He recommended the Board accept the staff report.

In response to the call for public comment, Dr. Richard Simmonds identified himself as the current Chair of the Animal Control Board. He submitted written materials to the Board, which were placed on file with the Clerk. He said he disagreed with the official declaration of a no-kill facility and agreed with Mr. Schneider's comments about a pet friendly community. He indicated the no-kill concept was a laudable goal, but was not achievable and was deceptive to the public because some animals were inevitably euthanized.

Gina Cole, Connie Johnson, Andra Murray, Jack Owens and Robert Lissner each spoke as volunteers in support of the NHS. Ms. Johnson stated she was not certain more regulation was needed and encouraged people in the community to spend time at the facility. Ms. Murray wondered about the concern over tax dollars, given that NHS was a nonprofit organization. She agreed with the use of the term pet friendly. Mr. Owens pointed out the use of the term no-kill kept the goal in the public's mind. Mr. Lissner said everything he saw was directed at the goal of a no-kill facility, but he was not sure the philosophy could be mandated. He supported Commissioner Weber's suggestion to have public meetings because they allowed differences to be aired and opinions to be expressed, which ultimately resulted in less conflict.

Commissioner Weber noted she still had questions to be answered at a future meeting, and suggested a workshop that included public participation. She observed the public might not understand that NHS, a nonprofit organization, and Regional Animal Services, a consolidated government agency, were jointly using the RASC facility.

Chairman Humke remarked that Mr. Lissner's comments about a community forum were well taken. He suggested that a town hall meeting with television coverage was a good way to gain new ideas.

Commissioner Breternitz supported the idea of letting people make comments. He noted it would be educational for the Board and enlightening for the public.

Chairman Humke requested that staff explain the blending of public and private resources at the RASC. Mr. St. John stated a professional services agreement and

an interlocal lease agreement governed operation of the RASC. He noted the County was the landlord and rented space at the facility to the NHS, which occupied about 58 percent of the building. He pointed out there had been a previous agreement between the two entities to divide capital costs for construction of the facility, and the NHS had fulfilled its obligation for those costs.

Chairman Humke asked Dr. Simmonds to comment further. Dr. Simmonds clarified he was not speaking as a representative of the Animal Control Board. Chairman Humke observed he was a veterinarian with a fine academic record as an instructor. Dr. Simmonds remarked that the staff and NHS presentations spoke well as to the success in reducing euthanasia rates at the RASC. In response to Commissioner Jung's comments, he stated there was nothing to prohibit the Commission from changing the charter of the Animal Control Board to include oversight roles, although he was not asking the Board to do that. He indicated he was opposed to the use of the term no-kill. He noted the licensed euthanasia technicians were sometimes stigmatized as villains, although they loved animals too. He pointed out someone in the community had to do the euthanasia, the technicians did an important job, they did it well and they did it humanely.

Commissioner Weber moved to hold a community forum. On discussion of the motion, Chairman Humke suggested Community Relations staff might want to do some video taping of what went on in both facilities. Commissioner Weber said it was important for the Board to have a copy of the three-year assessment reports for the RASC and the NHS, to know more about who did the assessment, to understand what rescue groups were involved with the no-kill community concept, to thank all of the rescue groups, to get staff recommendations as to ongoing forums, to get staff comments and further information about the Chameleon software program, and to address concerns about what services were shared with the NHS in terms of what the taxpayers were supporting. She suggested there should be additional discussion as to whether the Animal Control Board should be a policy committee or whether there should be a no-kill community policy committee.

Dave Childs, Acting County Manager, questioned whether it was the Board's stated direction to pursue the no-kill community concept further. He noted there had been discussion that the status quo level of service being provided and the movement toward saving as many animals as possible was the right track. He suggested the forum should not include the no-kill topic unless the Commission wanted to move up the continuum in that direction. He indicated staff would provide the assessment reports and take a closer look at how oversight might be done – whether through an oversight board, ongoing forums, or some blending of the two. He commented the question of how to structure oversight had not been answered and the Board would need more information about the continuum of interests around that issue.

Commissioner Breternitz agreed with Mr. Childs' assessment. He said he believed the RASC was doing a great job of saving the lives of animals in the community and he did not support going further up the no-kill continuum.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Regional Animal Services issues be brought back for public discussion at a community forum. It was noted that the forum was to be an educational opportunity for the community, an opportunity for the Board to hear about different programs and projects, and was to include the participation of Regional Animal Services and the Nevada Humane Society.

**09-711            AGENDA ITEM 28 – PUBLIC WORKS/ANIMAL SERVICES**

**Agenda Subject: “Recommendation to approve Amended and Restated Lease Agreement between Washoe County and the Nevada Humane Society for lease of space in the Regional Animal Services Center, thereby modifying existing terms and conditions of the Lease Agreement and First Amendment to Lease Agreement regarding lease payments by revising pro-rata share of occupancy; split for energy utility expense as it relates to the crematory; effective date for determining same and for such other terms and conditions as contained therein; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

Commissioner Breternitz asked whether the \$20,000 reduction in rental income that would result from the Amended Agreement had been anticipated in the budget. Dan St. John, Public Works Director, replied that it was already reflected in the budget. Commissioner Breternitz noted the change was retroactive and wondered whether that represented an additional \$20,000 reduction. Mr. St. John indicated it did not, and said the retroactive reduction had been reflected in the fiscal reports previously provided to the Board.

In response to the call for public comment, Dr. Richard Simmonds pointed out there were three attachments referenced in the Amended and Restated Lease Agreement that had not been provided with the staff report that was available to the public. He said he was not opposed to the Amended Agreement, but questioned how it could be properly evaluated without the attachments. He placed a copy of his written comments on file with the Clerk and recommended that staff be asked to answer the questions posed in his written comments.

Chairman Humke asked staff to respond to Dr. Simmonds’ comments. Dave Childs, Acting County Manager, observed the Board had previously approved the three attachments being referenced. Since the Amended Agreement did not change any of the provisions in the attachments, he said it was not typical to include them in the agenda packet. He indicated staff was happy to make the information available on request.

Commissioner Weber agreed the attachments were important for purposes of comparison. She suggested there were too many unanswered questions for the Board to move forward on the agenda item.

Mr. St. John clarified there had been an original lease, followed by a first amendment, and the changes under consideration would have been the second amendment. In consultation with the District Attorney's Office, staff determined consolidation of all of the amendments into one document was better for the sake of clarity in administering the lease. He estimated the value of the lease at \$135,000 per year. He said the way space had previously been prorated was based on equal weight being given to an outside patio as part of the internal space. The overall calculation was changed because the outside space was not heated and therefore less costly, which in turn changed the cost split. He also explained the crematory used a significant amount of energy, but only a very small portion of the crematory costs were associated with the mission of the NHS. He emphasized the document presented in the agenda item was a restatement of the original lease and its two amendments.

Commissioner Breternitz wondered about the rental income for fiscal year 2009-10. Mr. St. John stated the income would have been \$155,000 under the conditions of the original lease. He noted the NHS was already being billing according to the changes proposed, resulting in \$135,000 in annual rental income.

Chairman Humke referenced the term of the lease and noted it was unusual to make a contractual commitment with one organization for 35 years. Mr. St. John remarked the intent of the Amended Agreement had been to deal with the split percentage, not to reopen the other terms of the contract. He pointed out the term of the lease had originally been adopted in 2003. Bonnie Brown, Executive Director of the NHS, said it was her understanding the NHS partnered with the three local governments to pass a bond issue and then contributed \$4.5 million toward construction of the facility. Since the NHS had no equity in the facility it helped to build, she suggested the long-term lease might have been extended to make the arrangement fiscally sound for the NHS.

Commissioner Breternitz asked whether execution of the Amended Agreement would extend the original term of the lease by six years. Mr. St. John said that had not been the intent. Mr. Childs noted the Amended Agreement did not change the effective date of the lease, which began in 2003.

Dr. Simmonds pointed out such questions were the reason the attachments should have been included. He said it was his belief there was a statutory requirement to make the documents available to the public. Although he agreed with Mr. Childs' assessment, he stated the public had no way of knowing what was in the attachments.

Commissioner Weber wondered whether specific dates could be included in the Agreement. Melanie Foster, Legal Counsel, read language from the Amended Agreement regarding the term of lease. She indicated the term of the lease commenced when the lessee first occupied the premises. She stated the specific date could be determined and inserted in the document if the Board wanted to change the language before moving forward. She assured the Board that the document already contained the terms by which the lease period was measured. Chairman Humke suggested that was the

desire of the Board. Commissioner Breternitz agreed that would be a good clarification. Mr. St. John stated the NHS took occupancy in February 2006.

Chairman Humke recommended locating the three documents and continuing the item for more discussion later in the meeting. Commissioner Weber wondered if concerned members of the audience should stay until action was taken. Chairman Humke remarked that the agenda item was nearly without public controversy except for Dr. Simmond's request to have written clarification. He suggested the Board's later action would be ministerial in nature. He thanked Ms. Brown and observed her testimony had been very helpful in pointing out the equity issue and highlighting the very gracious participation of the NHS in getting the bond passed to build the facility.

Chairman Humke reopened Agenda Item 28 at 8:02 p.m. Mr. St. John said the attachments referred to in the Amended Agreement, as well as a Certificate of Occupancy dated December 2005, had been located and copies provided to Dr. Simmonds. He indicated the attachments included the June 17, 2003 lease payment agreement, the original lease agreement approved by the Commission on January 10, 2006, and the first amendment to the original lease agreement approved by the Commission on December 19, 2006. Chairman Humke referred to handwritten notes submitted by Dr. Simmonds, which were placed on file with the Clerk. Dr. Simmonds listed concerns about sections 6 and 10 of the contract, but noted they were tangential issues that were not related to animal welfare.

Commissioner Breternitz read a statement from Dr. Simmonds' notes, which expressed concern about "rumors the NHS has transferred ownership of unadoptable dogs to RAS and there is the possibility these animals have been euthanized and their remains cremated by RAS with the County absorbing the cost." Mr. St. John stated the responsibilities for owners surrendering animals were outlined in the Professional Services Agreement. He indicated a recent change was made to the Agreement, and the RASC no longer accepted surrendered animals whose owners were requesting euthanasia. Pet owners were expected to take their animals to a veterinarian for euthanasia. He stated all owner-surrendered animals went to the NHS, and members of the NHS veterinary staff were responsible for determining an animal's viability. He explained NHS was responsible for 10 percent of the crematorium costs under the Amended Agreement. Based on actual records, he indicated both organizations agreed that about 95 percent of the animals that were euthanized and cremated were the County's responsibility. Mr. St. John assured Commissioner Breternitz that he believed the Amended Agreement to be an accurate representation of the proper allocation of crematorium costs.

Dr. Simmonds stated he would stand on his written remarks.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 28 be approved, authorized and executed.

**6:05 p.m.** Chairman Humke declared a brief recess.

**6:36 p.m.** The Board reconvened with Commissioner Larkin absent.

**09-712            AGENDA ITEM 43 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending Chapter 25 of the Washoe County Code (business licenses, permits and regulations) to impose an additional tax on transient lodging in certain places in Washoe County of up to 3 percent for the State General Fund and the State Supplemental School Support Fund (pursuant to 2008 Washoe County General Election Ballot Question 6 and Initiative Petition 1 of the 2009 Nevada Legislature); amending various sections of Chapter 25 to clarify schedule, late charges and remittance of said additional tax; and other matters properly relating thereto (Bill No. 1589). (All Commission Districts)”

**6:41 p.m.** Chairman Humke opened the public hearing.

Paul Lipparelli, Assistant District Attorney, explained the agenda item would carry out the directives of the voters and the Legislature with respect to room taxes. He explained property owners who currently paid transient lodging taxes at a rate of 12 percent would experience an increase to 13 percent. He noted all other proprietors were already collecting the maximum of 13 percent. Although the title of the Ordinance specified an increase of up to 3 percent, he indicated there was no place where that would actually occur. He stated all proceeds from the tax were to be distributed for school improvements, except for administrative costs incurred by the Reno-Sparks Convention and Visitors Authority in collecting the taxes.

Amy Harvey, County Clerk, read the title for Ordinance No. 1410, Bill No. 1589.

There was no response to the call for public comment.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1410, Bill No. 1589, entitled, "AN ORDINANCE AMENDING CHAPTER 25 OF THE WASHOE COUNTY CODE (BUSINESS LICENSES, PERMITS AND REGULATIONS) TO IMPOSE AN ADDITIONAL TAX ON TRANSIENT LODGING IN CERTAIN PLACES IN WASHOE COUNTY OF UP TO 3 PERCENT FOR THE STATE GENERAL FUND AND THE STATE SUPPLEMENTAL SCHOOL SUPPORT FUND (PURSUANT TO 2008 WASHOE COUNTY GENERAL ELECTION BALLOT QUESTION 6 AND INITIATIVE PETITION 1 OF THE 2009 NEVADA LEGISLATURE); AMENDING VARIOUS SECTIONS OF CHAPTER 25 TO CLARIFY SCHEDULE, LATE CHARGES AND REMITTANCE OF SAID ADDITIONAL TAX; AND OTHER MATTERS

PROPERLY RELATING THERETO" be approved, adopted and published in accordance with NRS 244.100.

**09-713            AGENDA ITEM 46 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Outdoor Festival Business License Application (Legends at Sparks Marina Reno-Tahoe Open 2009) Applicant: Reno-Tahoe Open Foundation-Community Development.**

To conduct a public hearing to consider the application for an outdoor festival business license for the Legends at Sparks Marina Reno-Tahoe Open 2009 Golf Tournament. The Legends at Sparks Marina Reno-Tahoe Open 2009 is to be held from August 3, 2009 through August 9, 2009. The event is proposed to be held at the Montreux Golf and Country Club (Assessor’s Parcel Numbers 148-010-25, 148-010-50, 148-010-55, 148-010-56, 148-061-65, 148-100-02, and 148-140-11) with tournament parking at the Clubhouse (Assessor’s Parcel Number 148-010-50) and on Lausanne Drive (Assessor’s Parcel Number 148-050-02), with additional off-site parking located on a vacant parcel generally located south of the intersection of State Route 431 and Wedge Parkway (Assessor’s Parcel Number 144-070-03). Tournament volunteer staff will be parking at Galena High School (Assessor’s Parcel Number 144-010-01). The Legends at Sparks Marina Reno-Tahoe Open 2009 is a PGA tour sanctioned golf tournament and this event marks the eleventh year for the tournament. Event organizers estimate that between 25,000 and 30,000 participants and spectators will take part in the event for the week. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license.”

**6:44 p.m.**            Chairman Humke opened the public hearing.

Bob Webb, Planning Manager, stated the eleventh year of the Reno-Tahoe Open event was scheduled to take place August 3 through August 9, 2009 at the Montreux Golf and Country Club.

Chairman Humke commented that the Commission welcomed the event. He acknowledged Tournament Director Michael Stearns and Operations Manager Aaron Klein, who were in the audience as representatives of the Reno-Tahoe Open.

There was no response to the call for public comment.

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

**Agenda Subject:** “Consideration and possible approval of an Option Agreement between RJB Development, Inc. and Washoe County for potential acquisition of approximately 228 acres of property commonly known as Northgate Golf Course; funding to come from a transfer from the Contingency Fund to pay for an initial refundable option payment of \$200,000, and up to three possible refundable option extension payments of \$33,000 per month for January-March 2010, and payment of \$10,000 for appraisal and preliminary title services, [totaling \$309,000]; and if approved, authorize Chairman to execute the Option Agreement and direct Finance to make appropriate account adjustments. (Commission Districts 1 and 5)”

Dave Childs, Acting County Manager, explained the County had been working with RJB Development, the neighbors and the City of Reno to explore whether it was possible to preserve what used to be the Northgate Golf Course as open space. He indicated a State Question 1 (SQ-1) grant could be pursued to purchase the property, and Washoe County 1 (WC-1) funds were a possible source for part of the matching funds. He noted additional matching funds might be necessary, and neighborhood discussions would take place to consider a possible special assessment district through the City of Reno for the adjacent and abutting property owners. He stated the proposed Option Agreement would provide a 60-day window in which to reach some agreement as to the price of the property. He said there was an appraisal underway that would probably be done by about July 24, 2009. He explained the \$200,000 option payment was fully and immediately refundable if either the County or RJB Development decided there was no agreement within the 60 days. If the parties agreed on a price and decided to pursue a purchase agreement prior to August 24, 2009, the County would then attempt to get funding. The \$200,000 was refundable if funding could not be obtained. Mr. Childs indicated the Option Agreement allowed for three one-month extensions at a cost of \$33,000 each. He noted those payments were refundable upon future sale of the property to a developer, so there could be some period of time before the refunds were received. He emphasized the first 60 days was the Board’s immediate concern, and a decision could be made at the August 2009 Commission meeting as to whether or not to proceed further. He said the Option Agreement represented no risk to the County, other than a possible delay in receiving refunds if the options were not executed.

John Frankovich, Esquire, was present on behalf of RJB Development. He corrected the expiration date of the Option Agreement from August 24 to August 27, 2009, but otherwise agreed that the terms had been appropriately stated by Mr. Childs.

Commissioner Breternitz said he believed staff had done a good job in coming up with an agreement that would allow the parties to move ahead if they were able to agree. He indicated he was in support of approving the Option Agreement.

Commissioner Weber agreed with Commissioner Breternitz. She questioned how much the community knew and how they were getting their information. Mr. Childs indicated postcards had been mailed to all residents located around the

Northgate property, as well as to those on an extensive Somerset mailing list. He noted the postcard referenced a web page containing information about the Northgate issue that was updated regularly. He indicated neighborhood meetings had been conducted, and more discussion would take place regarding the formation of a special assessment district, which would have to be created by the City of Reno. He stated the City had approved some funds toward maintenance of the property, and would consider the provision of additional funds if the Commission approved the Option Agreement.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 39 be approved, authorized, executed and directed.

**09-715            AGENDA ITEM 32 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Discussion and possible action to reconsider the County Commission action on June 22, 2004 to deny an appeal from a Washoe County Board of Adjustment decision that the use of the billboard located on APN 050-170-04, situated south of U.S. Highway 395 in the vicinity of Washoe Hill, had been discontinued for more than 12 months; that the billboard was no longer a nonconforming use; and, that the billboard frame must be removed from the property.**

**AND**

**Provided the County Commission decides to not reverse its action of June 22, 2004, affirming its decision that the billboard was no longer a nonconforming use and must be removed; discussion and possible direction to staff to initiate legal abatement proceedings and possible civil injunction suit authority to remove an unlawful billboard frame located on APN 050-170-04, situated south of U.S. Highway 395 in the vicinity of Washoe Hill. Abatement and/or filing of a civil injunction would proceed if the billboard frame is not voluntarily removed by July 15, 2009. (Commission District 2)”**

Melanie Foster, Legal Counsel, stated an issue had been raised by Commissioner Weber as to whether the language in the first part of the agenda item was sufficient to allow the Board to take action. She explained the Board’s rules prohibited it from reversing its decisions more than 25 days after the meeting at which the original action occurred. She indicated the Board had chosen in isolated instances in the past to suspend its rules and then consider reversal of a previous decision, but the language in the agenda item did not allow suspension of the Board’s rules. She noted the Board was not prohibited from acting on the second part of the agenda item, but the District Attorney’s Office was more comfortable with continuing the agenda item so that the matter could be fully heard. She requested that the Board not specify a certain date in its continuance.

Chairman Humke asked Ken McKenna, the appellant's attorney, if he wished to be heard. Mr. McKenna said he did not.

There was no response to the call for public comment.

On motion by Chairman Humke, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 32 be continued until such time as the District Attorney's Office could work with Community Development to prepare a replacement staff report.

**09-716            AGENDA ITEM 45 – COMMUNITY DEVELOPMENT**

**Agenda Subject: "Second reading and adoption of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 306 and Article 310 to provide standards for the temporary and permanent use of cargo containers as detached accessory structures, and other matters properly relating thereto (Bill No. 1591). (All Commission Districts)"**

**7:01 p.m.**        Chairman Humke opened the public hearing.

Commissioner Breternitz recalled discussion during first reading of the Ordinance that there had been a discrepancy between the staff recommendation and the language of the Ordinance. He said he did not see where the Ordinance had been corrected. Roger Pelham, Planner, agreed the correction from 24 feet to 40 feet in length was noted in the record by the Planning Commission and the County Commission. Dave Childs, Acting County Manager, explained the correction was not reflected because of the short time between the first and second readings of the Ordinance. Commissioner Breternitz said he was in support as long as the correct document was presented for signature.

Amy Harvey, County Clerk, read the title for Ordinance No. 1412, Bill No. 1591.

Melanie Foster, Legal Counsel, noted the incorrect information was not in the staff report, but was in the text of the Ordinance. She clarified the change needed to be made by the Clerk so the Ordinance could be reprinted and there was no mistake that what was adopted was the language noted by Commissioner Breternitz rather than what was shown in the printed document. She acknowledged the Ordinance should have been reprinted, but re-noticing was not required as long as the County Clerk made the change in the document that was to become an official part of the record. It was determined on discussion that the following change was to be made to Section 110.306.15(f)(2):

"Only one cargo container shall be allowed on a parcel of land having less than 5 acres in size, and shall not exceed a maximum size of 10 feet wide by 9 high by ~~24~~ **40** feet in length;"

Ms. Foster clarified for Chairman Humke that it was permissible to make the change by hand without re-noticing and re-hearing the agenda item. She reiterated it was necessary to make sure the permanent record reflected the change adopted by the Board. Ms. Foster submitted a copy of the handwritten correction, which was placed on file with the Clerk. Chairman Humke noted it would be ministerial to make the correction in other locations.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Ordinance No. 1412, Bill No. 1591 entitled, "**AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 306 AND ARTICLE 310 TO PROVIDE STANDARDS FOR THE TEMPORARY AND PERMANENT USE OF CARGO CONTAINERS AS DETACHED ACCESSORY STRUCTURES, AND OTHER MATTERS PROPERLY RELATING THERETO**" be approved, adopted and published, with the change noted by the Board, in accordance with NRS 244.100.

**09-717            AGENDA ITEM 44 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Recommendation to approve the Business Impact Statement related to the proposed Ordinance amending the Washoe County Schedule of Rates and Charges for Water Service with Certain Areas of Washoe County, and direct the County Clerk to make findings available upon request. (All Commission Districts)**

**AND**

**Second reading and adoption of an Ordinance revising the requirements and schedule of rates and charges for water service within certain areas of Washoe County; requiring the Department of Water Resources to submit billings to all water users within the certain areas, requiring payment thereof; and providing procedures for its enforcement. This Ordinance repeals Ordinance No. 1389. (Bill No. 1590)”**

**7:11 p.m.**        Chairman Humke opened the public hearing.

Rosemary Menard, Director of the Department of Water Resources (DWR), stated information for the Business Impact Statement was collected by canvassing all of the commercial DWR customers. She acknowledged the economic climate made a rate increase difficult. Of the 18 customers who provided information, she said their water bills represented 1/43 of their total operating expenses, and the rate increase would increase their bills to 1/42 of total operating expenses.

Commissioner Weber indicated she had constituents who were already finding it difficult to meet their existing expenses and she was not sure she could support a rate increase.

There was no public comment related to the Business Impact Statement.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the Business Impact Statement in Agenda Item 44 be approved. The Clerk was directed to make the findings available upon request.

Amy Harvey, County Clerk, read the following title for Ordinance No. 1411, Bill No. 1590: **“AN ORDINANCE REVISING THE REQUIREMENTS AND SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE WITHIN CERTAIN AREAS OF WASHOE COUNTY; REQUIRING THE DEPARTMENT OF WATER RESOURCES TO SUBMIT BILLINGS TO ALL WATER USERS WITHIN THE CERTAIN AREAS, REQUIRING PAYMENT THEREOF; AND PROVIDING PROCEDURES FOR ITS ENFORCEMENT. THIS ORDINANCE REPEALS ORDINANCE NO. 1389.”**

There was no response to the call for public comment.

Commissioner Breternitz moved to adopt the Ordinance, and the motion was seconded by Commissioner Jung. On call for the question, the motion failed on a 2-2 vote with Chairman Humke and Commissioner Weber voting “no.”

Commissioner Weber indicated she could not support the motion. Chairman Humke noted that many of the customers resided in his District and it was a poor time to be raising rates.

Agenda Item 44 was reopened later in the meeting. On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, Agenda Item 44 was reopened to reconsider the vote on the Ordinance.

Chairman Humke stated it was not his intent to change his position on the schedule of rate increases. He said it was appropriate for the Commission to allow the Department of Water Resources to start over and evaluate whether the Ordinance could be altered or other information could be provided. He acknowledged the rate increase was based on some financial need.

On motion by Chairman Humke, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, Agenda Item 44 was continued to the County Commission meeting on July 14, 2009 for reconsideration of Ordinance No. 1411.

**Agenda Subject: “Recommendation to acknowledge and discuss the status report of existing County vacant space and leased property locations; provide direction to staff regarding the use of identified space and allow the Public Works Director to execute the space plan up to an amount not to exceed the annual lease cost savings realized. (All Commission Districts)”**

Mr. St. John explained space plan improvements were underway that were projected to save \$686,000 per year in lease payments. He indicated \$290,000 in savings had already been achieved. He pointed out it would be necessary to spend some money in order to implement the improvements, but the goal was to keep the costs under the amount realized by one year’s savings. He indicated the plans were still in the works, so an exact figure was not available. He emphasized no one was being given a blank check, and any purchasing or contracting decision related to the space planning would come back before the Board for action according to County policy.

Commissioner Breternitz expressed concerned about a statement in the recommended motion in the staff report that would: “Direct the Public Works Director to execute the space plan up to an amount not to exceed the annual lease cost savings...” He said the target of nearly \$700,000 in annual savings was great and he understood it was necessary to spend some money in order to realize the savings. He indicated some net savings to the County should be expected given the budget situation. He asked about the status of the lease changes necessary to realize the full \$686,000 in savings. Mr. St. John reviewed the status of various leases and space planning projects that were outlined in the staff report. He identified relocation of the Public Defender’s Office as the biggest source of savings. He was optimistic the move would result in savings of about \$370,000, but noted evaluation was still underway. He pointed out the purpose of the agenda item was to let the Board know what was planned, but staff would be back for Board approval before any money was spent.

Commissioner Breternitz suggested 70 percent of the money saved could be allocated to remodeling and reconfiguration of the work spaces, leaving 30 percent as net savings. He said he did not feel comfortable giving up all of the lease savings. Mr. St. John observed the amounts were a goal, and staff could report back on achievement toward the goal as individual purchasing or contracting decisions were made. He was reluctant to say the changes could be made within any particular percentage because there was not a final solution in place for the largest lease. Dave Childs, Acting County Manager, explained staff was trying to clear out an entire floor at the 350 South Center building in order to move the Public Defender into the building. He talked about some of the other departments that were moving around. He agreed staff could bring back the costs for each of the projects as they became available.

Commissioner Breternitz stated it was completely possible to make decisions about the projects based on a target. He emphasized he wanted to see some money going back to the County at the end of the process. He acknowledged the numbers

were not cast in stone. Mr. St. John commented it was helpful to have such direction to guide the design decisions.

Commissioner Breternitz requested that reports coming back to the Commission include estimates for the balance of the savings target, as well as information about the specific project to be approved. Mr. St. John agreed to update a running tabulation of all the projects listed in the current staff report as each individual project was brought back to the Board.

On motion by Commissioner Breternitz, seconded by Chairman Humke, which motion duly carried with Commissioner Larkin absent, the Board acknowledged the status report of existing vacant space and leased property locations. The Public Works Director was directed to execute the space plan in the staff report for Agenda Item 29, with costs projected to stay within a target amount of 70 percent of the overall annual lease savings.

**09-719            AGENDA ITEM 30 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Recommendation to adopt Resolutions to dissolve the Verdi Township Citizen Advisory Board and the West Truckee Meadows Citizen Advisory Board; adopt a Resolution to create a new Citizen Advisory Board (CAB) that encompasses two separate membership sub areas based on the geographic areas of responsibility of the dissolved Verdi Township and West Truckee Meadows Citizen Advisory Boards; and authorize the Chair to sign the Resolutions on behalf of the Commission; and, appoint four members to the newly formed CAB from the Verdi/Mogul sub area and six members and one alternate from the West Truckee Meadows sub area (to be reduced to four members and one alternate by June 30, 2010), with half of the membership from each sub area expiring on June 30, 2010 and half expiring on June 30, 2011. (Commission Districts 1 and 5)”**

Bob Webb, Planning Manager, indicated the agenda item involved resolutions to dissolve the Verdi Township Citizen Advisory Board (CAB) and West Truckee Meadows CAB, followed by a third resolution to create a new CAB. He stated the newly created CAB would be formally named at its first meeting. He noted appointments to the new CAB would follow approval of the three resolutions.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that the resolutions be adopted to dissolve the Verdi Township Citizen Advisory Board (CAB) and West Truckee Meadows CAB, and to create a new CAB that encompasses two separate membership sub-areas based on the geographic areas of responsibility of the dissolved Verdi Township and West Truckee Meadows CAB’s. It was also ordered that Gene Gardella and Richard Loverde be appointed through June 30, 2010 and Barry Spraggins and Kim Toulouse be appointed through June 30, 2011 for the newly formed

CAB from the Verdi/Mogul sub-area. Trudy Brussard, Len Crocker and Ann Potts be appointed through June 30, 2010 and Sheri Coleman, Lance White and Andy Giddings be appointed through June 30, 2011 for the West Truckee Meadows sub-area. The Resolutions for same are attached hereto and made a part of the minutes thereof.

**09-720            AGENDA ITEM 31 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Discussion and possible direction to staff regarding potential public information, permitting and compliance program improvements including, but not limited to, improvements to the building code (Washoe County Code Chapter 100), development code (Washoe County Code Chapter 110) and other related codes and regulations to address building, construction, land disturbance and other related matters undertaken in Washoe County without required and necessary permits and approvals, and other matters properly related thereto (requested by Commissioner Jung). (All Commission Districts)”**

Adrian Freund, Director of Community Development, conducted a PowerPoint presentation, which was placed on file with the Clerk. He discussed various types of occurrences and adverse impacts related to development activity without the required permits or in excess of what was allowed under the required permits. He reviewed the remedies allowed under current codes and regulations. He acknowledged it was nearly impossible to prevent non-permitted activity, but staff believed public awareness could be heightened and an environment could be created in which it did not pay to move ahead without a permit. He talked about plans to implement a system of administrative and civil remedies under a proposed new Administrative Enforcement Ordinance. He indicated staff was seeking direction to undertake additional program improvements such as public information activities, improvements to the permitting process, and code amendments related to building, construction and land disturbance issues.

There was no public comment on this item.

Commissioner Breternitz said he was agreeable to what had been presented, but did not have any supplemental direction to staff. Chairman Humke commented that an updated Nuisance Ordinance and a shift from criminal to administrative enforcement were already well under way. Commissioner Breternitz pointed out the staff recommendation involved efforts for public information and code revisions that were not related to the proposed Nuisance Ordinance or Administrative Enforcement Ordinance. Mr. Freund clarified that Chapter 100 of the County Code carried its own definition of a nuisance.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, staff was directed to develop program improvements as presented in the staff report for Agenda Item 31. It was noted that any necessary code or other types of amendments would be prepared and presented to the Board at a future date.

**09-721            AGENDA ITEM 33 – FINANCE**

**Agenda Subject: “Recommendation to authorize the transfer of budget authority from Contingency Account to Conflict Counsel Account [\$150,000] and to the Treasurer’s Account in the amount of \$365,000; and if authorized, direct Finance to make the appropriate adjustments. (All Commission Districts)”**

Darin Conforti, Budget Manager, stated all departmental budgets were reviewed at this time of the year to make sure they were within budget authority. He indicated the agenda item was intended to clean up two accounts that experienced variable expenses during the current fiscal year. He explained interest expense was paid from the Treasurer’s budget due to the lawsuit agreements on the Incline Village property tax cases. He noted the expenditures in the Conflict Counsel Account were highly variable based on the nature of particular cases, and the budget would need additional spending authority in order to get through the rest of the fiscal year. He requested the Board’s authorization to transfer budget authority from the Contingency Account to cover both items.

Commissioner Breternitz asked whether it was typical to prefund the Conflict Counsel Account rather than wait until the money was to be used. Mr. Conforti indicated transfers from the Contingency Account could only be authorized by the Board and there would be no more Commission meetings at which an allocation could be made for the current fiscal year. He explained transfer to the Treasurer’s budget was based on absolute expenditures and transfer to the Conflict Counsel was advisable based on highly variable trends. He noted allocation by the Board was the proper procedure in order to ensure the accounts would not go over budget.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 33 be authorized and directed.

**09-722            AGENDA ITEM 34 – FINANCE**

**Agenda Subject: “Recommendation to approve the amended Fiscal Year 2009/10 Final Budget, including discussion and direction on the impact the 2009 Legislative Session will have on specific projects, including, but not limited to, Sparks Justice Court, strategic use of restricted savings, and contingencies; and discussion and direction on the authorization granted in Assembly Bill 543 to impose a supplemental one-cent governmental services tax. (All Commission Districts)”**

John Sherman, Finance Director, discussed the bills enacted by the 2009 State Legislature that would divert \$25 million in County revenues to the State over the 2009/10 and 2010/11 fiscal years. He referenced Table 1 on page 4 of the staff report,

which summarized the fiscal impacts. He explained AB 543 would divert 4 cents of General Fund property tax revenue, as well as the balance of a 5-cent property tax that had been dedicated to capital facilities. He noted a portion of the capital facilities property tax had already been diverted by the 2007 Legislature to fund road projects. He stated AB 552 increased the State's administration fee for collection of sales tax by 1 percent and the previous diversion of a 1-cent property tax dedicated to the Indigent Accident Fund had been extended for one year.

Mr. Sherman pointed out additional cuts in services or staffing to make up the losses could potentially cripple essential services. He outlined the staff recommendation to redirect restricted savings to offset the revenues. He discussed the following three sources of restricted savings: (1) savings accrued to prefund long-term liabilities for Sheriff's deputies' heart and lung claims; (2) savings accrued from a one-half cent property tax levy for vector borne public health emergencies; and (3) savings accrued for undergrounding utility lines. He noted there was a summary of the recommended actions to address the revenue loss in Table 2 on page 5 of the staff report. He emphasized the use of restricted savings was a calculated risk and a short-term strategy that could not be sustained.

Mr. Sherman pointed out the loss of revenue from the capital facilities property tax would bring the capital budget for the Sparks Justice Court project from \$20 million down to about \$13 million, which was a particularly difficult choice. He stated the project would either have to be delayed or considerably downsized. He referred to more detailed information about the project on page 6 of the staff report.

Mr. Sherman indicated AB 543 had given the Commissioners the authority to impose a governmental services tax, which was an additional fee on vehicle registration. He noted the fee would amount to 1 cent per 1 dollar of depreciated value on each vehicle, and it was estimated it could generate in excess of \$9 million. He expressed appreciation for the impact of additional fees during an economic recession, but said it was one option available to the Board. He observed it was possible for the Board to consider the tax at some point in the future as a possible way to deal with ongoing revenue shortfalls.

Mr. Sherman stated the primary election had been moved to June 2010 by SB 162, which placed it within the 2009/10 fiscal year. He recommended the addition of \$536,000 to the Registrar of Voters' budget to account for the cost of the early primary.

Mr. Sherman indicated the changes recommended by staff had been included in the Amended Fiscal Year 2009/10 Final Budget, and no further direction was required if the Board chose to approve the Amended Budget. He noted the motor vehicle tax had not been included. Commissioner Breternitz asked whether the Amended Budget included \$13 million for the Sparks Justice Court. Mr. Sherman replied the \$13 million capital budget included the diversion for the 2010/11 fiscal year, so it was not technically reflected in the 2009/10 budget.

Commissioner Weber remarked it was difficult to cut the Sparks Justice Court. She wondered if there was anything else that could be done. Mr. Sherman commented there was no painless way to offset the revenues, and additional staffing reductions were the only other option. He emphasized tremendous resources had already been cut out of the organization in the form of programs and positions. He said staff was not recommending the Sparks Justice Court project be abandoned, just suggesting it would have to be delayed or scaled back. Commissioner Weber wondered whether there was any stimulus money to help with the project. Dave Childs, Acting County Manager, indicated that had once been the hope, but it turned out there was no stimulus funding available for such a project.

Commissioner Weber said she could not support a new tax on motor vehicles. She expressed concern about what would happen if another issue came up down the road and more cuts became necessary. Mr. Sherman noted there would be some ongoing revenue from both the vector control tax and the underground utility fee, and the possibility of accumulating it for additional reserves had been discussed. He indicated the Board approved a \$3 million contingency account in the 2009/10 Final Budget, as opposed to the traditional \$1 million account. He said he appreciated the gravity of the situation, but was fairly confident the County's budgeted spending had been adjusted enough in the near term to avoid financial failure. He acknowledged the future was always subject to change, but stated the necessary adjustments had been based on very significant downward projections in revenue. Commissioner Weber thanked Mr. Sherman and Budget Manager Darin Conforti for their tireless efforts.

Commissioner Breternitz asked whether the Board was precluded from imposing the governmental services tax at sometime down the road. Mr. Sherman stated they were not. He pointed out a new tax would have to go through an ordinance adoption process, and staff was merely looking for the Board's guidance at this point.

A discussion ensued as to the State's authority to divert the revenues. Chairman Humke and Commissioner Weber suggested some kind of press release to the citizens of Washoe County was appropriate. Mr. Childs indicated staff had begun drafting a press release that would include a list of the actions required by the State.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the Amended Fiscal Year 2009/10 Final Budget be approved. The Board noted it would not impose the supplemental government services tax.

**09-723            AGENDA ITEM 42 – MANAGEMENT SERVICES/GOVERNMENT AFFAIRS**

**Agenda Subject: “Review and possible direction to staff regarding implementation of the requirements of AB 494 from the 75<sup>th</sup> Nevada Legislative Session: AB 494**

**requires certain local governmental entities to submit a report to the 76th Session of the Legislature concerning the consolidation or reorganization of certain functions. (All Commission Districts)”**

Dave Childs, Acting County Manager, explained the Legislature passed AB 494, which required government entities in Clark County and Washoe County to provide reports about consolidation of their three largest functions by September 2010. He noted the three largest functions were Public Safety, Public Works and General Government. He stated there was a meeting of the Shared Services Committee scheduled for July 9, 2009 and Agenda Item 42 was a request for Board direction to place the issue on the Shared Services Committee’s agenda, so discussion could in turn be brought back to the next Joint meeting in August 2009. He said it seemed appropriate for the entities to have a conversation about how the report could be done together as opposed to each of the entities doing it separately.

Commissioner Breternitz questioned whether the entities could file the report jointly. John Slaughter, Management Services Director, pointed out the statute required reports from each entity, but there was nothing prohibiting the entities from submitting separate reports at the same time. He noted each of the entities could sign off on the report. Commissioner Breternitz wondered how staff could make sure the item was placed on the Shared Services Committee’s agenda. Mr. Childs said it was his turn to put the agenda together. Commissioner Breternitz suggested the Commission should receive at least two updates as to what might go into the report before June 2010. Mr. Childs envisioned updates to the Commission after each Shared Services Committee meeting. Commissioner Breternitz agreed.

Commissioner Weber asked whether the reports were requested or mandated by the State Legislature. Melanie Foster, Legal Counsel, indicated the State had the authority to mandate the reports. She explained, other than the explicit powers and offices created in the State Constitution, the Legislature could determine what officers Washoe County could have, how many commissioners there would be, when they would be elected, what the boundaries of the territory would be, or whether the County could exist. Mr. Childs observed the statute contained the word “shall.” Ms. Foster indicated the word “shall” was defined in the Nevada Revised Statutes as imposing a legal duty.

Commissioner Breternitz commented that good things could come out of the process. He suggested the Commission should move forward with the reports and treat them constructively.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, staff was directed to place discussion of the reports required under AB 494 on the Shared Services Committee

agenda for July 9, 2009. Staff was further directed to bring updates on the issue back to the Commission after discussion at each Shared Services Committee meeting.

**09-724            AGENDA ITEMS 8 AND 47 COMBINED – ANNOUNCEMENTS, REPORTS AND UPDATES**

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

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

Commissioner Breternitz requested a future agenda item to discuss congested areas. He recalled a joint meeting that took place earlier in the year between the County Commission and the Planning Commission, where it was determined there should be a few joint sessions each year. He requested another joint meeting be scheduled six months from the first.

Commissioner Weber said she attended the opening of Legends at the Sparks Marina. She pointed out Washoe County had been among the first to support the STAR bonds program that made the project possible. She recalled Eagle Scout Canaan Peterson had previously come before the Commission about a project to commemorate James Beckwourth. She said she attended a recent event with about 20 Eagle Scouts. She stated there was now a small shopping center development in the North Valleys that was named Three Flags in honor of Beckwourth Pass, where pioneers would choose to turn toward Canada, Mexico or the western United States. She noted the developers were leaving the historic wagon swale in place, putting up a gazebo with benches near the commemorative marker, and dedicating visitor parking. She requested a future agenda item where Eagle Scout Peterson could provide an update to the Board. She mentioned there had been a recent meeting of the Heppner Subdivision Task Force, as well as Coffee and Conversation with your Commissioner. She reminded everyone that Reno’s Artown events would run from July 1 through July 31, 2009.

**AGENDA ITEM 48 – CLOSED SESSION**

**Agenda Subject:** “Possible Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.”

The Board held no Closed Session.

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*

**9:11 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

*Minutes Prepared by  
Lisa McNeill, Deputy County Clerk*

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$21,347.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

BY: *Mark A. Haley*  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *Paul Miller*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Angie Harvey*  
WASHOE COUNTY CLERK

USER

DATE: 5-18-09

BY: *Tom Faraway*

09-1697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-16-97

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-1697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$11,889.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-1697

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

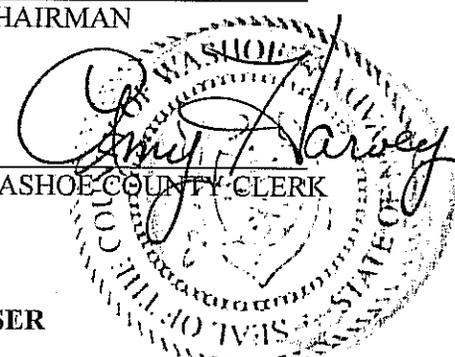
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/09

BY: [Signature]  
CHAIRMAN

DATE: 6/23/09

ATTEST: [Signature]  
WASHOE COUNTY CLERK



Seal of Washoe County, Nevada, featuring a central figure and the text "SEAL OF THE COUNTY OF WASHOE, NEVADA" and "1861".

USER

DATE: 5-2-09

BY: Ron Unger

09-699

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

667-60

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-699

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$1,891.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

BY: *Julian Haley*  
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF COMMISSIONERS**

DATE: 6/23/09

BY: *Paul Miller*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK

USER

DATE: 30 APR 09 BY:

*[Signature]*

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-1697

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-16-97

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$84,846.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-16-09

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-1699

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

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

DATE: 4-27-09

BY: *Richard Haley*  
WASHOE COUNTY SHERIFF

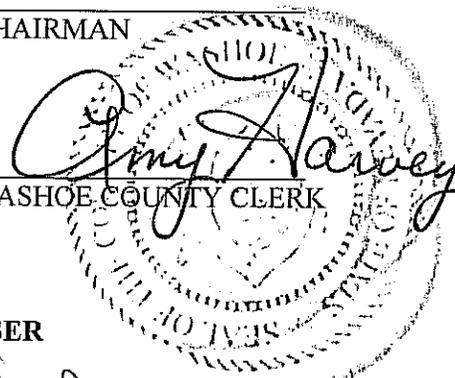
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *Paul White*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Gary Harvey*  
WASHOE COUNTY CLERK



USER

DATE: 05-21-09

BY: *J. A. Deid, Sheriff*

09-1897

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-1697

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$8,377.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-16-09

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

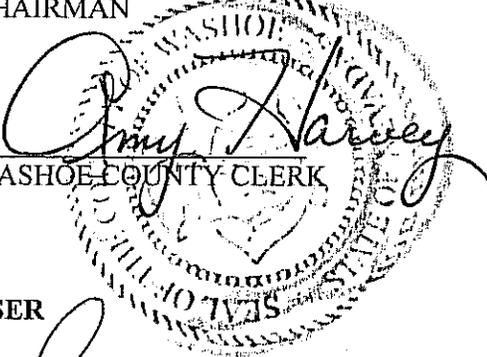
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/09

BY: Paul Anderson  
CHAIRMAN

DATE: 6/23/09

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK



USER

DATE: 5/1/09

BY: Paul Anderson  
Sheriff Mineral County

MINERAL COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: 5-06-09

BY: Jerris Spaldon  
CHAIRMAN

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-1697

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
STATE OF NEVADA ON BEHALF OF  
NEVADA DEPARTMENT OF PRISONS**

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$5,269.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-1697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-16-97

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: David Hahn  
CHAIRMAN

DATE: 6/23/09

ATTEST: Emily Harvey  
WASHOE COUNTY CLERK

USER

DATE: 5/4/09 BY: Thomas H. Bagwell

09-1697

## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

09-1697

- 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-1697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$14,591.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

89-1697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-19-09

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

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

DATE: 4-27-09

BY: [Signature]  
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF COMMISSIONERS**

DATE: 6/23/09

BY: [Signature]  
CHAIRMAN

DATE: 6/23/09

ATTEST: [Signature]  
WASHOE COUNTY CLERK



**USER**

DATE: MAY 13, 2009

BY: [Signature] SHERIFF  
PERMITS COUNTY,

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-4971

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$5,945.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-1697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

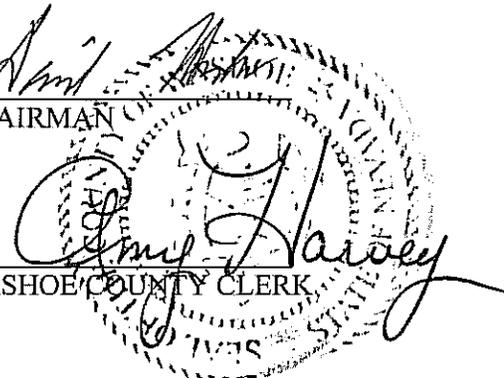
BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/09

BY: Neil Astor  
CHAIRMAN

ATTEST: Emily Harvey  
WASHOE COUNTY CLERK



DATE: 6/23/09

DATE: 4/5/09

BY: USER  
Sherrill Dancy Co.

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-6911

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-1697

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

MAY 11 2009  
Vice President for Finance  
and Administrative Services

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$2,702.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-1697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

2010.

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

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

DATE: 4-27-09

BY: *Richard Haley*  
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF COMMISSIONERS**

DATE: 6/23/09

BY: *Paul [unclear]*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK  
  
USER

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

09-697

Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College  
*Maria C. Sheehan*  
Dr. Maria Sheehan  
President  
Date \_\_\_\_\_

## Exhibit A

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

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

#### Trace Evidence

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

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

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#### Shoeprint and Tire track Comparison

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- Attempted Homicide
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- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

09-697

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-1097

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

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$22,968.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-16-97

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

69-697

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

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

DATE: 4-27-09

BY: *Michael Haley*  
WASHOE COUNTY SHERIFF

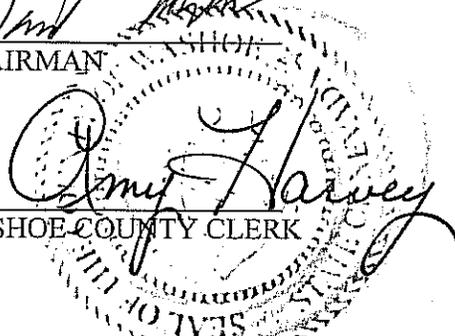
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *David [Signature]*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK



USER

DATE: May 19, 2009

BY: *Donald H. Andersen*  
Donald H. Andersen  
Mayor  
City of West Wendover

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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#### Shoeprint and Tire track Comparison

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- Weapon function test
- Serial number restoration

#### Crime Scene Investigation

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

09-6917

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

D9-697

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

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$22,157.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-1697

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

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

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

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

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

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**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-16-09

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF  
COMMISSIONERS**

DATE: 6/23/09

BY: Paul Hahn  
CHAIRMAN

DATE: 6/23/09

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK

**USER**

DATE: 05/04/09 BY: [Signature]

09-1697

## Exhibit A

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

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

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- Physical Match
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- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

09-1977

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
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- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$3,513.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-16-09

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-6-09

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

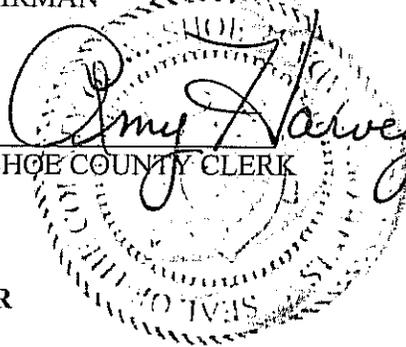
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 10/23/09

BY: [Signature]  
CHAIRMAN

DATE: 10/23/09

ATTEST: [Signature]  
WASHOE COUNTY CLERK



USER

DATE: 05-04-09

BY: [Signature]

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## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

D9-697

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-16-97

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Public Safety  
555 Wright Way  
Carson City, Nevada 89711  
775 684-4701  
And**

**Washoe County, on behalf of the  
Washoe County Sheriff's Office – Toxicology Services Division  
911 Parr Blvd.  
Reno, Nevada 89512  
775 328-2810**

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 – TOXICOLOGY SERVICES DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY** 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, 2009 to June 30, 2011, 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 thirty (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, State, or local 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 AA: SCOPE OF WORK

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867-6

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7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2010 and ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2011 with installments payable quarterly upon receipt of invoice, and the total contract is not to exceed TWO HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$240,000.00).** 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. Unless a longer period is prescribed by law, 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise

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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 non-material 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.

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.

09-1698

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

**Washoe County Sheriff's Office**

Michael Huey 6-2-09  
Washoe County Sheriff's Office Date

SHERIFF  
Title

WASHOE COUNTY

By: Paul Miller 6.23.09  
Chairman, Washoe County Board of County Commissioners Date

Chairman  
Title

ATTEST

Amy Harvey  
Washoe County Clerk

**Nevada Department of Public Safety**

\_\_\_\_\_  
Scott Jackson, Chief, Investigations Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colonel Chris Perry, Chief, Highway Patrol Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bernard Curtis, Chief, Parole & Probation Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Teska, Administrator, Administrative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
Date

09-498

## ATTACHMENT AA SCOPE OF WORK

The Scope of Work is the agreed upon services provided to the State of Nevada, Department of Public Safety (DPS) by the Washoe County Sheriff's Department Forensic Science Division. This scope of work covers the testing of bodily fluids and other unknown substances. NRS 484.379 thru NRS 484.3935 requires laboratory testing in several categories that include but are not limited to:

### Testing to include the following:

- Amphetamine
- Benzodiazepines
- Cocaine
- Cocaine metabolite
- Marijuana
- Marijuana metabolite
- Methamphetamine
- Opiates
  - Codeine
  - Morphine
  - 6-Monocetylmorphine

Phencyclidine

Lysergic acid diethylamide – Upon request (Send Out Only –Special care of specimen prior to sending to the lab.)

Other drugs will be tested upon request, if possible.

- Storage of samples for up to 13 months unless requested in writing by the Attorney General/Records where they will be retained for four (4) years.
- Testing results for blood alcohol or urine alcohol screens to be provided to the requesting agency not more than 10 working days of receipt to the lab.
- Drug testing results (blood or urine) should be provided within a time period of 2 weeks to 2 months after receipt to the lab. In extreme cases, it could take longer depending on circumstances.
- Results to be in writing with the signature of the lab technician on each document.
- Analysis of blood and urine must include identifying the presence of Controlled Substances.

Note: If available – Washoe County Sheriff's Department Forensic Science Division will make available and coordinate blood draws with the Washoe County Sheriff's Department.

Washoe County Sheriff's Department, Forensic Science Division will provide quarterly invoices to DPS. Invoice must list dates of collection, detective, tests performed, test costs.

While performing services under this Interlocal Contract, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department and shall retain all benefits of their employment with the same.

09-16-98

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES  
A Contract Between the State of Nevada  
Acting By and Through Its**

**Department of Public Safety  
555 Wright Way  
Carson City, Nevada 89711  
775 684-4701**

**And**

**Washoe County, on behalf of the  
Washoe County Sheriff's Office - Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
775 328-2810**

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 the **DEPARTMENT OF PUBLIC SAFETY** 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 from **July 1, 2009 to June 30, 2011**, 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 **thirty (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, or local 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 AA: SCOPE OF WORK

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7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of **TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$222,813.00) FOR STATE FISCAL YEAR 2010 and TWO HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$233,954.00) FOR STATE FISCAL YEAR 2011 with installments payable quarterly upon receipt of invoice. The total contract is not to exceed FOUR HUNDREDFIFTY SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$456,767.00).** 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.** Unless a longer period is prescribed by law, 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

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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 indemnifying 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 non-material 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.

09-1699

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.

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

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09-699

The terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County Sheriff's Office

Michael Harvey  
Washoe County Sheriff's Office

6-2-09 SHERIFF  
Date Title

WASHOE COUNTY

BY: [Signature]  
Chairman, Washoe County Board of County Commissioners

6/23/09  
Date

ATTEST

[Signature]  
Washoe County Clerk

Nevada Department of Public Safety

\_\_\_\_\_  
Scott Jackson, Chief, Investigations Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colonel Chris Perry, Chief, Highway Patrol Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bernie Curtis, Chief, Parole & Probation Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Wright, Chief Fire Marshal's Office Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Teska, Administrator, Administrative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
Date

09-699

## ATTACHMENT AA

### SCOPE OF WORK

The Scope of Work represents the agreed-upon services provided to the State of Nevada, Department of Public Safety Divisions covered under the Interlocal Contract for Forensics and Criminalistic Laboratory Analysis Services provided by and through the Washoe County Sheriff's Department, Forensic Science Division.

1. Washoe County Sheriff's Department, Forensic Science Division will provide the named services to the following State of Nevada, Department of Public Safety agencies:
  - Nevada DPS, Investigation Division
  - Nevada DPS, Highway Patrol
  - Nevada DPS, Parole & Probation
  - Nevada DPS, State Fire Marshal's Office
2. The below described services will be provided for the agencies listed above **except for** cases originating in Nye, Esmeralda, Lincoln and Clark Counties.
  - A. Forensic Laboratory analysis services within the capabilities of the laboratory will include but are not limited to the following:
    - Trace Evidence (Hairs/Fibers/Glass/Etc.)
    - Serology
    - DNA Analysis
    - Solid Dosage/Seized Drug Testing
    - Shoe Print Comparison
    - Firearms/Tool Mark Examinations
    - Crime Scene Investigation
    - Latent Print Processing
    - Western Identification Network/Automated Fingerprint Identification System/Arson Laser/Alternative Light Source Examination
3. The **exclusion** to the listed services provided will be those **service costs** that are legislatively mandated as the responsibility of the Convicted Offenders.
4. Washoe County Sheriff's Department, Forensic Science Division further agrees to provide the submitting Department/Division/Agency with reports of examination on each case.
5. Washoe County Sheriff's Department, Forensic Science Division agrees to provide the DPS Administrative Services Division, Contracts Manager, with an annual statistical report of services provided, including a breakdown of the DPS Division to which the services were provided. Payment will be made by DPS quarterly upon receipt of an invoice for services completed.
6. Washoe County Sheriff's Department, Forensic Science Division, shall neither assign, transfer nor delegate any rights, obligations or duties under this Interlocal without the prior written consent of the Department of Public Safety.

09-16-99

7. While performing services under this Interlocal Contract, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department, Forensic Science Division and shall retain all benefits of their employment with same.

8. In the event of notice, the following are to be notified:

For Washoe County Sheriff's Department, Forensic Science Division

Renee Romero, Laboratory Director  
Washoe Co. Sheriff's Dept.  
Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512-1000

Trish Beckman, Administrative Secretary  
Washoe County Sheriff's Dept.  
Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512-1000

For the State of Nevada, Department of Public Safety

Rich Gilbert, Contracts Manager  
DPS, Administrative Services Division  
555 Wright Way  
Carson City, Nevada 89711  
775-684-4698

09-6899

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting By and Through Its  
Department of Health and Human Services  
Division of Mental Health and Developmental Services  
**Lake's Crossing Center**  
**500 Galletti Way**  
**Sparks Nevada 89431**  
**(775) 688-1900 (775) 688-1985 FAX**

And

**Washoe County District Court**  
**75 Court Street**  
**PO Box 30083**  
**Reno Nevada 89520-3083**  
**(775) 325-6769 (775) 328-3851**

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:

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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 from **July 1, 2009** to **June 30, 2011**, 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.

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. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost of \$210,717.00 for SFY2010 and \$210,717.00 for SFY2011, with the total Contract not exceeding **\$421,434.00**. Any intervening end to an annual or 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

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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.

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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.

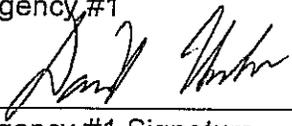
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in 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.

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

Washoe County  
Public Agency #1

  
Public Agency #1 Signature      6/23/09  
Date

David Humke      Chairman  
Title

Lake's Crossing Center  
Public Agency #2

\_\_\_\_\_  
LCC  
Public Agency #2 Signature      Date

Elizabeth Neighbors, PhD      Agency Director,  
Title

\_\_\_\_\_  
Public Agency #2 Signature      Date

Pamela Dover      ASO II, LCC  
Title

\_\_\_\_\_  
Agency #2 Signature      Date

Elizabeth O'Brien      ASO III, NNAMHS  
Title

\_\_\_\_\_  
Signature      Date

Harold Cook, PhD      Administrator, MHDS  
Title

\_\_\_\_\_  
Signature      Date

Michael J. Willden      Director, DHHS  
Title

\_\_\_\_\_  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
On \_\_\_\_\_

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Deputy Attorney General for Attorney General

Date

09-203

# ATTACHMENT A

## SCOPE OF WORK

TO AN

An Interlocal Agreement Between the State of Nevada  
Acting By and Through Its

Division of Mental Health and Developmental Services  
Lake's Crossing Center  
480 Galletti Way Sparks, Nevada 89431  
Telephone: (775) 688-1900  
Facsimile: (775) 688-1909

And

Washoe County District Court  
75 Court Street.  
P.O. Box 30083  
Reno, Nevada 89520-3083  
Telephone: (775) 325-6769  
Facsimile: (775) 328-3851

This attachment is entered into in 2009, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter "County", and the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, Lake's Crossing Center for the Mentally Disordered Offender, hereinafter "State".

WITNESSETH

WHEREAS, this attachment is entered into pursuant to Nevada Revised Statute 277.180; and

WHEREAS, the County and State enter into this attachment in order to continue the arrangement whereby the State provides a mental health professional to perform mental health evaluations (including but not limited to competency evaluations and risk assessments) at the Washoe Detention Center and the County shares the costs; and

WHEREAS, the County desires to obtain the services of a mental health professional to provide mental health evaluation services for defendants housed within the Washoe Detention Center or released into the community by the court, who have been identified by the Office of the Public Defender, the Alternative Public Defender, or conflict attorneys, as needing such evaluations; and

WHEREAS, the State can provide such services under the terms and conditions set forth herein; and

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WHEREAS, the cooperation of the State and County in performing and sharing the costs of mental health examinations creates efficiencies and saves resources for each party,

NOW THEREFORE, for and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below, the County and State intend as follows:

## ARTICLE ONE DEFINITIONS

For the Purposes of this attachment:

1. The County means any department or agency of the county government including, without limitation, the Second Judicial District Court, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender, conflict attorneys, or Detention Center staff.
2. The State means the Division of Mental Health and Developmental Services Lake's Crossing Center for Mentally Disordered Criminal Offenders.
3. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, convicted of, or sentenced for a criminal offense, or is being held for civil protective custody.
4. The Mental Health professional means a person who is a clinical psychologist, or clinical social worker, is licensed as such by the State of Nevada, and is an employee of the State of Nevada.

## ARTICLE TWO STATE'S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defenders Office, the Alternative Public Defender, conflict attorneys, District Attorneys Office, the Court and the Detention Center. These referrals for performing mental health examinations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted unless and until the defendant has signed an authorization for the release of such records as necessary to complete the evaluation. The State will conduct mental health evaluations in five areas as prioritized below.

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- A. Competency Evaluations per NRS 178
- B. Risk Assessments per NRS 176
- C. Criminal Responsibility Assessments
- D. Substance Abuse Evaluations
- E. Other Evaluations necessary for sentencing determinations as requested by the Court

2. Interview the referred defendants and conduct mental health evaluations as specified above and according to current ethical practice for completing assessments of risk or dangerousness. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the court and the public defender's office on a case-by-case basis, as service time is available. The State will assign sufficient Full Time Equivalent staffing (hereinafter referred to as "FTE") to complete the work specified in this contract according to the established priorities. The State will provide program evaluation data to indicate work performed in accordance with the contract staffing level.
3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within ten (10) working days of the referral, assuming required interpreter services are provided by the County when requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State under any other circumstance unless so designated in this contract.

All reports prepared pursuant to this Agreement are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant or the defendant's attorney. Reports filed with the court will be controlled as provided by court rule.
4. Attend Court hearings as requested by the Court, the public defender's office, Alternative Public Defender, conflict attorneys, or the district attorney's office.
5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Agreement and in accordance with its timelines.
6. Maintain records regarding such evaluations at the Lake's Crossing Center for the Mentally Disordered Offender, 500 Galletti Way, Sparks, Nevada. The State agrees to allow the County to inspect all such records at any reasonable time upon one (1) working day's notice.
7. Provide initial and ongoing training as time permits for selected County Detention Center Staff for deputies assigned to Unit 3 of the Washoe County Detention Center regarding how to manage mentally ill inmates, suicide prevention, or other similar topics.

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8. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this contract. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his acts or omissions.
9. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this agreement. All FTE time contracted for pursuant to Article Four, section 1, and not allotted to the above listed items will be utilized conducting the following tasks:
  - Responding to initial mental health referrals by deputies from the Inmate Assistance Program.
  - Performing competency evaluations for legal guardianship and/or legal payees.
  - Staff training on mental health issues for Deputies and Court Services personnel.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

ARTICLE THREE  
COUNTY'S RESPONSIBILITIES

1. The County designates the Court Administrator or his/her designee as the person who will manage this attachment and function as the contact person for the State.
2. The County through the Public Defender, Alternative Public Defender, conflict attorneys, or his/her designee will make a written referral to the State for client competency evaluations. The defendant must sign a written consent for this evaluation or the evaluation must be court-ordered. The Public Defender, Alternative Public Defender, or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender, or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through the State Contract Manager and will be subject to the same requirements as outlined above for the Public Defender, the Alternative Public Defender, or conflict attorneys.

3. The County shall provide access to, and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Agreement. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.
4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Agreement.
5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this contract.

ARTICLE FOUR  
FEES FOR SERVICE

1. Total estimated staffing needs for fiscal year 2010 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2010. The total amount to be paid in fiscal year 2010 not to exceed \$171,367.

Total estimated staffing needs for fiscal year 2011 are 1.80. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2011. The total amount to be paid in fiscal year 2011 not to exceed \$171,367.

The invoice will be based on a detailed salary and fringe benefit cost for a Licensed Clinical Psychologist I.

2. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the licensed clinical psychologist.

The total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State fiscal year 10 and \$37,350 (747 evaluations X \$50) in State fiscal year 11.

3. The County shall pay the State \$135 per hour for a Mental Health Professional employed by the State to provide expert witness testimony in court hearings. The county shall pay the State \$60 per hour for a Mental Health Professional employed by the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$2,000 in State fiscal year 2010 and \$2,000 in State fiscal year 2011.
4. The State will submit monthly to the Court Administrator's Office detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

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The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported as required by the terms of this Agreement.

5. With respect to professional errors and omissions liability, the State and its employees are, pursuant to Nevada Revised Statutes Chapter 41, covered by self-funded liability insurance. If the State wishes to purchase such coverage, the State will maintain said coverage during the term of this Agreement and for a period of three years from the date of termination of this Agreement. Such coverage, if purchased, will be in an amount of not less than \$1,000,000 per claim and \$3,000,000 as an annual aggregate. The premium costs incurred to meet these coverage amounts shall be borne by the State and no cost or benefit will accrue thereby to the County.
6. Total contract authority available for the County payable to the State is \$210,717 for fiscal year 2010 and \$210,717 for fiscal year 2011.

ARTICLE FIVE  
TIME PERIOD FOR COMPLETION AND TERMINATION

1. The terms of this attachment shall be in effect upon approval of Board of Examiners and end on June 30, 2011.
2. The State and the County will work together to assure that the services provided under this attachment are mutually satisfactory. In the event that the County is not satisfied by the performance of the Mental Health Professional, it agrees to meet with the State to attempt to resolve any issues. In the event that the assigned Mental Health Professional becomes unavailable, the State will appoint another Mental Health Professional to perform the services under this attachment.
3. The State or the County may terminate this attachment, with or without cause, after giving written notice to the other party of the intent to terminate. The notice must specify the date upon which termination shall be effective. The effective date shall not be less than 30 calendar days from the date of the mailing or personally serving of the notice.
4. 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 OR County funding is withdrawn, limited or impaired.

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ARTICLE SIX  
GENERAL PROVISIONS

1. Standard of performance. The State shall perform services in connection with this agreement in accordance with generally accepted professional standards for mental health evaluations.
2. Governing law/Miscellaneous. This attachment shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. If any provision of this attachment shall be held or declared void or illegal for any reason, all other provisions of this attachment which can be given effect without such void or illegal provision shall remain in full force and effect. The section headings in this attachment are intended solely for convenience. They are not part of this attachment and shall not affect its construction.
3. Notice. When by the terms of this agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three (3) days following mailing.

John Berkich  
Assistant County Manager  
PO Box 11130  
Reno, NV 89520-0027

Elizabeth W. Neighbors, Ph.D., Director  
Lake's Crossing Center  
500 Galletti Way  
Sparks, NV 89431-5573

4. Headings not controlling. The headings of the articles and sections of this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provisions of the agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

09-703

A RESOLUTION INITIATING THE PROCESS OF ADDING THE POWER TO FURNISH RECREATIONAL FACILITIES TO THE BASIC POWERS GRANTED TO THE SUN VALLEY GENERAL IMPROVEMENT DISTRICT; SETTING THE DATE AND TIME FOR A PUBLIC HEARING ON THE INTENTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADD TO THE BASIC POWERS OF THE IMPROVEMENT DISTRICT; AND DIRECTING THAT NOTICE OF THE HEARING BE MAILED TO PROPERTY OWNERS WITHIN THE DISTRICT.

WHEREAS, the Sun Valley General Improvement District (hereinafter "the District"), formerly known as the Sun Valley , Water District, originally was created for the purpose of furnishing the residents of Sun Valley with water and sanitary sewer services; and

WHEREAS, in 1990, the Board of County Commissioners added the power to furnish garbage services to the basic powers granted to the Sun Valley General Improvement District; and

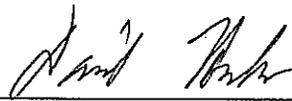
WHEREAS, the District is interested in furnishing recreational facilities to the residents within its boundaries.

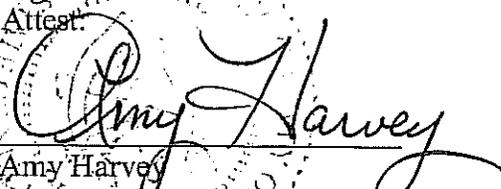
NOW THEREFORE, it is hereby resolved by the Washoe County Board of Commissioners that it intends to consider adding the power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District and will hold a public hearing to consider protests to this proposed action on July 14, 2009, at 6:00 p.m. in the Washoe County Commission Chambers at 1001 E. 9th Street, Reno, Nevada.

IT IS FUTHER RESOLVED by the Board of Commissioners that the County Clerk is hereby directed to mail notice to all property owners within the District of the July 14, 2009 hearing advising them of the Commission's intent to consider adding the power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District.

Dated this 23rd day of June, 2009.

Washoe County Board of Commissioners

By   
David Humke  
Chairman

Attest:  
  
Amy Harvey  
County Clerk



09-905



**RESOLUTION**

WHEREAS, The Verdi Township Citizens Advisory Board was formed by the Board of County Commissioners on May 19, 1981 to represent the citizens of Verdi Township; and

WHEREAS, For the purpose of implementing on July 1, 2009, the Citizen Advisory Board cost savings measures discussed and adopted by the Washoe County Commission on June 9, 2009; and

WHEREAS, to support the desire of the Chairs of the Verdi Township Citizen Advisory Board and the West Truckee Meadows Citizen Advisory Board to combine their citizen advisory boards so as to maintain monthly meetings; and

WHEREAS, the County Commissioner representing Commission District 5 desires that the Verdi Township Citizen Advisory Board be dissolved and combined with the West Truckee Meadows Citizen Advisory Board to create a new Citizen Advisory Board comprised of the geographic areas of both the Verdi Township Citizen Advisory Board and the West Truckee Meadows Citizen Advisory Board as agreed to by the Commissioners representing Commission Districts 1 and 5; and

WHEREAS, Washoe County Code Section 5.435 provides that the Washoe County Commission may, by resolution, dissolve a citizen advisory board; and

WHEREAS, The Washoe County Commission finds that the Verdi Township Citizen Advisory Board is no longer needed for the purpose for which it was established; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the Verdi Township Citizen Advisory Board is dissolved under the authority of Washoe County Code Section 5.429; and be it further

RESOLVED, That the Verdi Township Citizen Advisory Board is dissolved effective the date this resolution is adopted.

ADOPTED this 23rd day of June, 2009.

Handwritten signature of David E. Humke in black ink.

David E. Humke, Chairman

ATTEST

Handwritten signature of Amy Harvey in black ink.

Washoe County Clerk

09-719



RESOLUTION

WHEREAS, The West Truckee Meadows Citizens Advisory Board was formed by the Board of County Commissioners on May 22, 1990 to represent the citizens of the western area of the Truckee Meadows of Washoe County; and

WHEREAS, For the purpose of implementing on July 1, 2009, the Citizen Advisory Board cost savings measures discussed and adopted by the Washoe County Commission on June 9, 2009; and

WHEREAS, to support the desire of the Chairs of the West Truckee Meadows Citizen Advisory Board and the Verdi Township Citizen Advisory Board to combine their citizen advisory boards so as to maintain monthly meetings; and

WHEREAS, the County Commissioner representing Commission District 1 desires that the West Truckee Meadows Citizen Advisory Board be dissolved and combined with the Verdi Township Citizen Advisory Board to create a new Citizen Advisory Board comprised of the geographic areas of both the West Truckee Meadows Citizen Advisory Board and the Verdi Township Citizen Advisory Board as agreed to by the Commissioners representing Commission Districts 1 and 5; and

WHEREAS, Washoe County Code Section 5.435 provides that the Washoe County Commission may, by resolution, dissolve a citizen advisory board; and

WHEREAS, The Washoe County Commission finds that the West Truckee Meadows Citizen Advisory Board is no longer needed for the purpose for which it was established; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the West Truckee Meadows Citizen Advisory Board is dissolved under the authority of Washoe County Code Section 5.429; and be it further

RESOLVED, That the West Truckee Meadows Citizen Advisory Board is dissolved effective the date this resolution is adopted.

ADOPTED this 23rd day of June, 2009.

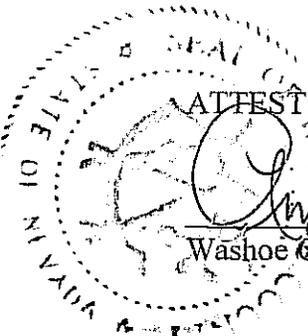
*David E. Humke*

David E. Humke, Chairman

ATTEST:

*Angie Harvey*  
Washoe County Clerk

69-719





## RESOLUTION

WHEREAS, The County Commissioners representing the citizens of Commission Districts 1 and 5 have expressed a desire for a formal organization through which the citizens can communicate their views and concerns to the Board of County Commissioners; and

WHEREAS, With such an organization, citizens can be kept better informed of decisions and actions of the Board of County Commissioners; how, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the combined Verdi Township/West Truckee Meadows Citizen Advisory Board be established under Section 5.425 to 5.435, inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Board's purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communications between the residents and the Board of County Commissioners; and be it further

RESOLVED, That the Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Verdi Township/West Truckee Meadows Citizen Advisory Board's geographical area shall encompass the area of Commission Districts 1 and 5, as more specifically defined on the attached Map 1; and be it further

RESOLVED, That the membership of the Verdi Township/West Truckee Meadows Citizen Advisory Board shall consist of four members and one alternate representing the Verdi/Mogul sub area as recommended by the County Commissioner representing Commission District 5, and four members and one alternate representing the West Truckee Meadows sub area as recommended by the County Commissioner representing Commission District 1, that all members and alternates are appointed by the Board of County Commissioners; that membership areas are as defined on the attached Map 2; that both alternate positions are to temporarily serve on the Citizen Advisory Board in the absence of any member representing their area, however the Chairman may designate any alternate to temporarily serve for any absent member should the need arise to maintain a quorum of the Board; and be it further

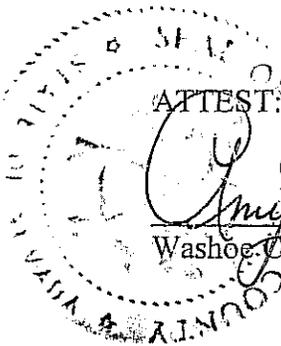
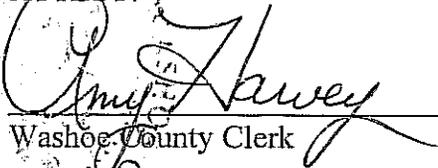
09-719

RESOLVED, That the initial terms of office shall officially begin on July 1, 2009, with half of the members appointed from each sub area for an initial 1-year term (which will not count as a full term), and the other half of the members appointed for an initial 2-year term, and one alternate from one of the sub areas initially appointed for a 1-year term and the other alternate from the other sub area initially appointed for a 2-year term; and shall thereafter run from July 1 through June 30 of the appropriate years with new members being appointed to staggered 2-year terms pursuant to Washoe County Code Section 5.429(4); and be it further

RESOLVED, That the Verdi Township/West Truckee Meadows Citizen Advisory Board shall be established on the date this Resolution is adopted.

ADOPTED this 23rd day of June, 2009.

  
\_\_\_\_\_  
David E. Humke, Chairman

  
ATTEST:  
  
\_\_\_\_\_  
Washoe County Clerk

69-719

## Resolution of Appreciation

**WHEREAS**, Neil Upchurch was passionately committed to our community; and

**WHEREAS**, Neil served his community as a South East Truckee Meadows Citizen Advisory Board member beginning in 2002; and

**WHEREAS**, Neil also generously served his neighbors by dedicating his time to the Truckee Meadows Flood Project, Regional Transportation Commission and the Hidden Valley Homeowners Association; and

**WHEREAS**, Neil's commitment to the community extended beyond any one meeting or social gathering, being evident as a part of his life mission; and

**WHEREAS**, Washoe County citizens benefitted from Neil's commitment to bettering his community and he will be greatly missed by those who knew him; now, therefore, be it

**RESOLVED**, That the Washoe County Board of Commissioners posthumously recognizes Neil Upchurch for his selfless efforts to improve our community and wishes to express our appreciation to his family for allowing us to recognize him in this way.

**ADOPTED** this 23rd day of June, 2009.



A handwritten signature in black ink, reading "David E. Humke".

David E. Humke, Chairman  
Washoe County Commission

09-644

# Proclamation

**WHEREAS**, The Conscious Community Campaign is an outgrowth of the Conscious Community and Business Network which began in May 2003; and

**WHEREAS**, The intention of the network is to find ways to create a stronger community by increasing connections between people; and

**WHEREAS**, Getting to Know Your Neighbor Day was created by The Conscious Community Campaign in 2006 to promote community unity; and

**WHEREAS**, The first three annual events were very successful with more than 200 potlucks and block parties held; and

**WHEREAS**, This year, neighbors are encouraged to form "caring circles" to organize their events and to continue meeting after to help seniors who are isolated; find mentors for youth; beautify their streets or one of the many activities that bring neighbors together, now, therefore, be it

**PROCLAIMED**, That the Washoe County Board of Commissioners encourages citizens to participate in Getting to Know Your Neighbor Week, June 20-30, 2009.

**ADOPTED** this 23rd day of June, 2009.



**David E. Humke, Chairman  
Washoe County Commission**

09-645

**RESOLUTION**

**WHEREAS**, The Nevada State Legislature concluded their 75<sup>th</sup> session sine die at 12:24 a.m. on June 2, 2009; and

**WHEREAS**, Washoe County's Legislative Team led by John Slaughter spent 120 days and an average of more than a thousand hours each at the Legislature representing Washoe County citizens; and

**WHEREAS**, The Team members played a critical role in securing passage of all bills sponsored by Washoe County, keeping the best interest of the people of Washoe County foremost in their efforts; and

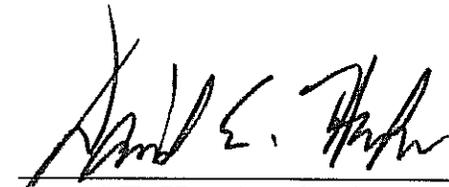
**WHEREAS**, The Team's work resulted in countless comments of praise from Legislators with whom they worked every day, with specific citations about the Team's credibility, fairness, responsiveness, honesty, thoroughness, teamwork and excellent communications; and

**WHEREAS**, The Team's hard work in the 75<sup>th</sup> Legislative Session will serve the citizens of Washoe County well in future Legislative Sessions; now, therefore, be it

**RESOLVED**, That the Board of Washoe County Commissioners recognizes the accomplishments of the Washoe County Legislative Team during the 2009 Nevada State Legislature and commends them for their outstanding efforts on behalf of the citizens of our County.

**ADOPTED** this 23<sup>rd</sup> day of June 2009.



  
David E. Humke, Chairman  
Washoe County Commission

D9-646



RESOLUTION

WHEREAS, The Incline Village/Crystal Bay Citizens Advisory Board was formed by the Board of County Commissioners on March 17, 1975 to act in an advisory and liaison capacity with respect to governing the affairs of the Incline Village-Crystal Bay area and re-established by the Board of County Commissioners on June 17, 1980; and

WHEREAS, The Washoe County Commission directed on April 24, 2007 that the membership of the Incline Village/Crystal Bay Citizen Advisory Board be amended to consist of one member representing the Crystal Bay area, one member representing the Incline Village General Improvement District, five at-large members, one Incline Village General Improvement District alternate position, and one at-large alternate position; and

WHEREAS, The County Commissioner representing Commission District 1 desires that the membership of the Incline Village/Crystal Bay Citizen Advisory Board be amended to consist of one member representing the Incline Village General Improvement District, six at-large members, one Incline Village General Improvement District alternate position, and one at-large alternate position; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the Incline Village/Crystal Bay Citizen Advisory Board be restructured, as amended in the following paragraph, under the authority of Washoe County Code Section 5.429; and be it further:

RESOLVED, That the membership of the Incline Village/Crystal Bay Citizen Advisory Board is amended to consist of one member representing the Incline Village General Improvement District, six at-large members, one Incline Village General Improvement District alternate position, and one at-large alternate position appointed by the Board of County Commissioners; and that the at-large members and at-large alternate will be appointed to the extent reasonably possible with consideration given to equable geographical representation within the Citizen Advisory Board area; and be it further

RESOLVED, that this amendment to the membership of the Incline Village/Crystal Bay Citizen Advisory Board become effective the date this Resolution is adopted.

ADOPTED this 23rd day of June, 2009.

*David E. Humke*

David E. Humke, Chairman

ATTEST:

*Amy Harvey*  
Washoe County Clerk



09-655

96(2)

## REVISED INTERLOCAL AGREEMENT

1. PARTIES This Inter-local Agreement ("Agreement") is entered into between the Washoe County School District (hereinafter "District"); the State of Nevada, acting by and through the Nevada Department of Wildlife (hereinafter "NDOW"); and Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), for the benefit of the Washoe County Library System (hereinafter "WCLS"). For purposes of this Agreement, reference to WCLS, unless otherwise clearly stated, shall include the County.

2. RECITALS

2.1 The Parties are public agencies under NRS Chapter 277.

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform.

2.3 The District owns and operates the Verdi Elementary School in Washoe County, Nevada, in which is located a library facility and equipment. The District desires to expand that facility's use and resources by cooperating with WCLS and NDOW as further provided herein.

2.4 WCLS is a county library established by the County pursuant to NRS 379.010, and it operates and administers public libraries in Washoe County, Nevada, one of which is presently located in Verdi. WCLS desires to improve this Verdi library operation by cooperating with District and NDOW as further provided herein.

2.5 NDOW is an agency of the State of Nevada. NDOW is established to administer the wildlife laws of the State of Nevada and it desires to develop, display and maintain certain educational resources and a nature and interpretive center within and at a partnership library facility as contemplated in this Agreement.

2.6 The parties hereto desire to establish a branch public library, aquatic education center, and community meeting room at the Verdi Elementary School utilizing the District's library facility, which branch library shall hereinafter be referred to as the "Verdi Community Library and Nature Center."

2.7 The parties hereto have determined that their joint use of the Verdi Community Library and Nature Center is in the best interests of the citizens of Washoe County, and this joint use shall be conducted on a day-to-day basis according to the written policies and procedures to be developed by the parties hereto in a site-specific-operating manual (hereinafter "operating manual") as more fully described in Paragraph 5 below.

3. INCORPORATION OF RECITALS. Each of the recitals set forth above is material to this Agreement and are incorporated herein by this reference.

4. JOINT PARTNERSHIP AND DUTIES

4.1 The parties hereto agree to be joint partners in the development of the Verdi Community Library and Nature Center. The Verdi Community Library and Nature Center will be operated based on the terms and conditions set forth herein.

4.2 In connection with the establishment of the Verdi Community Library and Nature Center, WCLS agrees to provide the following:

09-16-09

AT

4.2.1 WCLS shall provide personnel as necessary to staff the Verdi Community Library and Nature Center during the public access hours of operation as determined in accordance with Paragraph 6 below and the operations manual.

4.2.2 WCLS shall provide training of appropriate District employees with respect to implementation of WCLS's automated circulation procedures, data entry procedures, and other applicable policies and procedures for management and operation of the Verdi Community Library and Nature Center.

4.2.3 WCLS shall catalog all library materials, including existing materials owned by District and additional materials subsequently purchased by either or both entities.

4.2.4 WCLS shall acquire additional children's, young adult, and adult materials consistent with acquisitions made for other similar branch library facilities operated in District schools by the WCLS.

4.2.5 WCLS shall provide computer hardware, software, and network infrastructure necessary to handle circulation and patron functions, including a minimum of two (2) on-line public access catalog terminals. WCLS shall be responsible for all costs of installation of computer hardware, software, and online resources, including all costs of connecting the computers to WCLS's computer system and all line charges connected therewith.

4.2.6 WCLS shall provide circulation support for on-line circulation functions including, but not limited to, overdue notices, bills and collection agency accounts.

4.2.7 WCLS shall furnish all supplies necessary for operation of the Verdi Community Library and Nature Center during the public access hours of operation.

4.2.8 WCLS shall provide delivery services for all library material between WCLS branches.

4.3 In connection with the establishment of the Verdi Community Library and Nature Center, District agrees to provide the following:

4.3.1 Except as otherwise provided in Appendix I, District will provide maintenance of the buildings and grounds in which the Verdi Community Library and Nature Center is located, including: the responsibility for security; janitorial service; repair and replacement of the facility's structure and systems; mail services; snow removal Monday through Friday; telephone service, including the installation of three separate telephone lines (one servicing WCLS with two telephones, one servicing NDOW with two telephones and one fax line) plus an additional school extension for the school librarian; except that District shall not be responsible for furnishing of fax machines required by WCLS for communication with other public library facilities operated by WCLS. Each party will be responsible for the provision of its own data lines. District will provide all supplies and equipment necessary for operation of the Verdi Community Library and Nature Center during the school hours of operation; all furniture necessary to operate the Verdi Community Library and Nature Center, including the acquisition and installation of additional shelving, if required, for the additional library materials. District agrees that the furniture will be available for use by all users during the public access hours of operations. District shall provide all utilities at its sole expense, except as provided in Appendix I. District is responsible for ensuring that the Verdi Community Library and Nature Center meets all federal, state and local laws and regulations. The parties understand that the security to be provided by District shall be the same as District provides to other users of its facilities and includes access by WCLS personnel to a 24-hour direct line to school police, lighting of facilities, including parking lots, and the delivery of keys to the facility to NDOW and WCLS staff as set forth in more detail in the operating manual.

09-16-09

4.3.2. District will provide personnel as necessary to coordinate the services required of District pursuant to this Agreement. In addition, District will provide personnel to assist in the Verdi Community Library and Nature Center operations during the daily transition period from school operations to public operations.

4.4 In connection with the establishment of the Verdi Community Library and Nature Center, NDOW agrees to provide the following:

4.4.1 NDOW employees and representatives will be responsible for all NDOW activities in the facility.

4.4.2 NDOW will be responsible for developing, creating, implementing and maintaining all aquatic and wildlife interpretive programs and displays, including the Truckee River watershed display, aquarium displays, history of conservation display (for the library section), and all signage and informational displays as agreed to by all parties.

4.4.2.1 All features, displays, mounts and signs will be safe, well built, in good taste, informative and museum quality.

4.4.2.2 All aquatic and wildlife features, displays, mounts, signs and graphics will be the property of NDOW, and NDOW will have the responsibility of maintaining, replacing, changing, updating or improving the displays.

4.4.3 NDOW shall be responsible for providing its own office furnishings, audio-visual equipment, supplies and brochures.

5. OPERATIONS MANUAL. The District, WCLS and NDOW staff shall jointly develop an operations manual, which, once completed and approved by the District, WCLS and NDOW, shall be considered a part of and incorporated into this Agreement and shall govern daily operations of the Verdi Community Library and Nature Center. The operations manual will be reviewed annually and may be amended by the written consent of the parties hereto. Content of the operations manual shall be in compliance with all applicable policies and regulations of the District, WCLS and NDOW.

6. FACILITY USE AND PUBLIC ACCESS. The parties acknowledge and agree that the primary purpose and function of the Verdi Elementary School is for public education. Consistent therewith, the parties hereby agree to share and coordinate mutual resources in order to expand the capabilities, use and promotion of the Verdi Community Library and Nature Center with minimal interference to the School's primary purpose. The parties agree that the library portion of the facility shall be open for public access at hours mutually agreed to by Verdi Elementary School and WCLS, as set forth in the operations manual. The District understands that WCLS wishes to provide public access similar to that existing at other WCLS branch libraries. The parties further agree that NDOW shall have priority use of the aquatic education portion of the facility in accordance with guidelines established in the operations manual. Notwithstanding the above, all programs and other special use of the Verdi Community Library and Nature Center must be scheduled on a master schedule maintained at the Verdi Community Library and Nature Center. Once an event is scheduled, it cannot be bumped by any party hereto without the consent of the scheduled party.

7. MATERIALS, PROGRAMS AND ACTIVITIES. The parties hereto shall develop cooperative policies and procedures for the selection and acquisition of materials and for special programs and activities to be provided at the Verdi Community Library and Nature Center. All such selections shall be in compliance with applicable policies and regulations of the parties hereto.

09-6669

8. FINES AND COSTS OF RECOVERING MATERIALS. All costs incurred in recovering overdue library materials shall be borne by WCLS, and all related fines and other sums recovered shall belong to WCLS; provided, however, that any funds recovered for fines or loss or damage to materials or supplies owned by the District in excess of costs incurred in recovering same shall be reimbursed to the District.

9. LIABILITY AND INDEMNIFICATION

9.1 The parties hereto shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors. Further, and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs, or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons using the Verdi Community Library and Nature Center arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers and contractors.

9.2 The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. MAINTENANCE RESPONSIBILITY FOR EQUIPMENT AND MATERIALS.

Each party shall be responsible for replacement or repairs of equipment or materials provided by that party, unless the damage is due to the negligence of another party hereto, its officers, agents, employees, users, volunteers, and contractors. In such event, the party responsible for the damage shall be responsible for replacement or repair as set forth in Paragraph 9.

11. INSURANCE

11.1 Each party hereto shall provide for their financial responsibilities regarding their respective obligations, rights and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada law.

11.2 The parties hereto expressly waive and release any cause of action or right of recovery they each may have hereafter against another party hereto for any loss or damage to the Verdi Community Library and Nature Center or to the equipment and materials provided respectively by each party caused by fire, explosion, or any other risk covered by insurance or a self-funded program.

12. EFFECTIVE DATE, RENEWALS AND TERMINATION

12.1 Upon the effective date of this Agreement, the existing agreement between the WCLS and the District with respect to Verdi Elementary School, entered into in December of 1994 and revised and adopted as of May 2003, shall terminate and this Agreement shall supersede and replace the same. This agreement becomes effective upon being signed by all required representatives.

12.2 This Agreement shall be automatically renewed for one-year periods from July 1 to June 30 of each successive year.

12.3 In the event termination is requested by one or more parties, this Agreement shall terminate on the succeeding June 30, unless otherwise mutually agreed to by the respective parties. Upon termination of this Agreement, all materials, equipment and other personal property remaining under the ownership of the withdrawing party or parties according to this Agreement and Nevada law shall be

09-469

removed by the respective owner(s) from the Verdi Community Library and Nature Center. All materials, supplies, furniture and equipment belonging to the District shall remain with the District.

12.4 In the event that this agreement is terminated by either the District or WCLS, the costs of returning the partnership library to exclusive operation as a school library will be shared as follows:

- 12.4.1 District will be responsible for the purchase of:
  - a. Computers required for circulation.
  - b. Barcode scanner(s) for circulation.
  - c. Appropriate library automation software, in compliance with software used throughout the District.
  - d. Data download after conversion.
  - e. Costs of any changes to wiring or connections to connect new circulation computers to the school's server.
  
- 12.4.2 WCLS shall be responsible for the costs of:
  - a. Extraction of data belonging to the school library from the WCLS data base.
  - b. Tracking and return of school library materials for one year after termination of the partnership.
  - c. Removing connections between computers and WCLS computer systems, including line charges.
  
- 12.4.3 Cost of data conversion for those books and materials belonging to District shall be born by the entity requesting separation.

### 13. MISCELLANEOUS PROVISIONS

13.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

13.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

13.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

13.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.

13.5 In the event any party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorneys' fees.

13.6 No delay or omission by any party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of

09-16-09

any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to County: Director, Washoe County Library  
301 South Center Street (if by personal service)  
Post Office Box 2151 (if by mail)  
Reno, Nevada 89505

If to District: Library Media Technology Coordinator  
Washoe County School District  
PO Box 30425  
Reno, NV 89520-3425

If to NDOW: Conservation Education Bureau Chief  
Nevada Department of Wildlife  
1100 Valley Road  
Reno, NV 89512

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

13.8 This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF WASHOE

WASHOE COUNTY SCHOOL DISTRICT

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Chairman  
Library Board of Trustees

By: \_\_\_\_\_  
President  
WCSD Board of Trustees

By: *Paul Arthur* 6/23/09  
Chairman  
Board of County Commissioners

ATTEST:

ATTEST:

*Amey Harvey*

09-6169

STATE OF NEVADA  
DEPARTMENT OF WILDLIFE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009

By \_\_\_\_\_  
Deputy Administrator

By \_\_\_\_\_  
Chief, Administrative Services

By \_\_\_\_\_  
Deputy Attorney General

ATTEST:

\_\_\_\_\_

09-6669

Addendum to Interlocal Agreement, originally executed in December 1994 and revised in May 2003, February 2009, and April 2009, between the Washoe County School District (WCSD), the Nevada Department of Wildlife (NDOW) and the Washoe County Library regarding the Verdi Community Library and Nature Center.

As a joint effort between Washoe County, the Washoe County School District and the Nevada Department of Wildlife, the existing library building at Verdi Elementary will be expanded by approximately 1,000 square feet, an increase of approximately 22%. Construction is expected to begin in 2009; all construction expenses will be borne by Washoe County using funds from the 2000 Park Bond. This additional space shall be jointly used by all participating agencies as outlined in the original agreement.

Maintenance and operations costs for the new addition have been estimated at \$4,670 per year. These expenses will be shared by each entity as follows:

Nevada Department of Wildlife – Approximately \$1,400 per year (These funds are dependent on grants that will initially last no longer than three years from the completion of the addition). Future assistance from the Department of Wildlife will be dependent on the availability of grants and/or other sources of funding.

Washoe County – 22% of the utility expenses for the building. As of October 2008, total actual utility expenses for the existing building plus estimated expenses for the addition equal approximately \$8,258 per year. 22% of this amount would equal \$1,816.76 per year. Actual amount may vary, depending on utility rates and maintenance costs.

Washoe County School District – Approximately \$1,450 per year initially, based on current estimates. Actual amount may vary, depending on utility rates and maintenance costs.

In the event that the Department of Wildlife is unable to obtain additional funding after three years, Washoe County School District and Washoe County will share equal responsibility for the costs originally born by NDOW (\$1,400).

09-469

**RESOLUTION**

**A RESOLUTION TO DONATE ASSETS TO SIERRA FIRE PROTECTION DISTRICT FROM THE EQUIPMENT SERVICES FUND**

**WHEREAS**, Equipment Services was established to provide fleet services including acquisition, maintenance and disposal of fleet vehicles and equipment and to provide management and administration of related fleet services for Washoe County; and

**WHEREAS**, Equipment Services is disposing of certain used equipment, which is surplus to its needs, including: a 2003 Ford Explorer Police Package SUV, VIN# 1FMZU73W73ZB05697, having approximately 108,000 miles, with an estimated salvage value of \$8,900.00; and a 1998 Chevrolet Malibu Mid-Size Sedan, VIN# 1G1ND52T6W6202032, having approximately 60,000 miles with an estimated salvage value of \$1,200.00; and

**WHEREAS**, the Sierra Fire Protection District is in need of two vehicles and has expressed an interest in obtaining two surplus used vehicles from Washoe County to use in the course of performing fire inspections, transportation from station to station, in support of fire fighting personnel, use at career stations and for other uses within the District; and now, therefore, be it

**RESOLVED**, that the Washoe County Board of County Commissioners supports the needs of the Sierra Fire Protection District and declares:

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

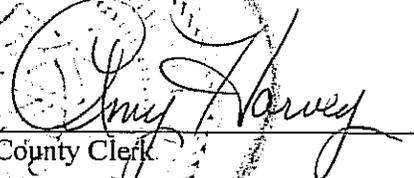
Section 2. The above mentioned vehicles are hereby declared to be surplus property and, further, Washoe County hereby donates said surplus property in "AS IS" condition to the Sierra Fire Protection District.

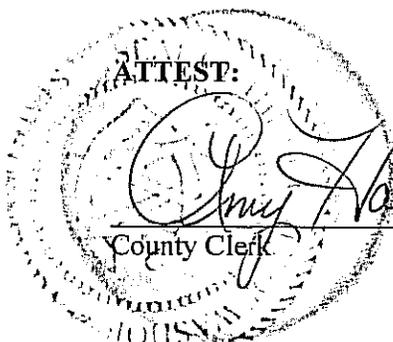
Section 3. This Resolution shall be effective upon passage and approval by the Board of County Commissioners.

Section 4. The County Clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, Purchasing, Equipment Services, Management Services and Sierra Fire Protection District.

ADOPTED this 23<sup>rd</sup> day of June, 2009.

  
\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

ATTEST:  
  
County Clerk



09-692

AT/20

**RESOLUTION OF SUPPORT  
SIERRA NEVADA COMMUNITY AQUATICS, INC.**

WHEREAS, The Washoe County Board of Commissioners' strategic priorities include *Preserve and Enhance Our Quality of Life; and Improve Regional Collaboration*; and

WHEREAS, Washoe County is currently underserved in available public aquatic facilities; and

WHEREAS, The local governments are challenged in finding funding for capital improvements and operations of their existing aging aquatic facilities; and

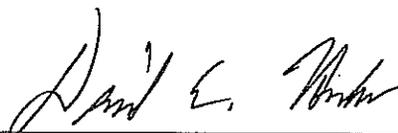
WHEREAS, Sierra Nevada Community Aquatics, Inc. desires to build a multi-use aquatic center for the residents of the Truckee Meadows, and their idea is to raise funds, construct and operate the facility; and

WHEREAS, The aquatics center would benefit the public and serve a diverse group of individuals, with multiple bodies of water at differing water temperatures that would support a variety of aquatic activities; and

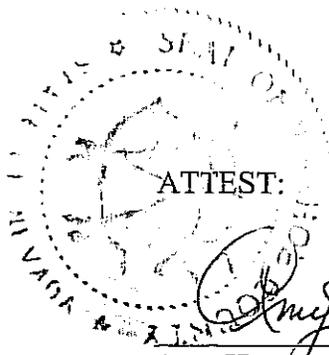
WHEREAS, Sierra Nevada Community Aquatics, Inc. will endeavor to reduce their operation and maintenance costs by using energy efficient practices such as geothermal water and/or solar power; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners is supportive of Sierra Nevada Community Aquatics, Inc. in their efforts to raise funds to construct, operate and maintain a multifaceted public aquatic center in Washoe County.

Adopted this 23<sup>rd</sup> day of June, 2009.



\_\_\_\_\_  
David E. Humke, Chairman  
Washoe County Commission



Amy Harvey  
Washoe County Clerk

09-6-09

AKM

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Public Safety – Division of Parole and Probation  
555 Wright Way  
Carson City, Nevada 89711  
775 684-4701**

**And**

**Washoe County, on behalf of the  
Washoe County Sheriff's Office - Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
775 328-2810**

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 the **DEPARTMENT OF PUBLIC SAFETY – DIVISION OF PAROLE AND PROBATION (P&P)** 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, 2009 to June 30, 2011, 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 thirty (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, State, or local 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

09-677

01/12

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE-FORENSICS SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) with the DIVISION of PAROLE and PROBATION paying **one hundred fifty dollars and no cents (\$150.00) or the total amount actually collected from the P&P client for each DNA test performed. The fee for the DNA test is to be collected from the client by P&P.** Payment will be made upon receipt of invoice with the total contract amount not to exceed **seventy-five thousand dollars and no cents (\$75,000.00) for the period from July 1, 2009 through June 30, 2011.** 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. Unless a longer period is prescribed by law, 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise

09-16-77

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 non-material 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.

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.

09-16-77

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

**Washoe County Sheriff's Office**

*Natalie Haley* 6-2-09  
Washoe County Sheriff's Office Date

*Sheriff*  
Title

**WASHOE COUNTY**

By: *Paul Walker* 6/23/09  
Chairman, Washoe County Board of County Commissioners Date

*Chairman*  
Title

ATTEST

*Paul Harvey*  
Washoe County Clerk

**Department of Public Safety**

\_\_\_\_\_  
Bernard Curtis, Chief, Parole & Probation Division Date

\_\_\_\_\_  
Administrator, Administrative Services Division Date

\_\_\_\_\_  
Signature – Nevada State Board of Examiners

**APPROVED BY BOARD OF EXAMINERS**

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
Date

09-6277

*(1) (2)*

**ATTACHMENT A: SCOPE OF WORK**

**DNA TESTING**

**DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PAROLE AND PROBATION  
AND**

**WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION**

**Parole and Probation:**

- Collect payments from probationers or parolees for completion of DNA testing per NRS 176.0916;
- Deposit money in a fund for genetic marker testing, created in the state general fund;
- Monthly – create a report identifying list of probationers or parolees and related amounts of money that have been paid to P&P for DNA testing;
- Download this report to a CSV (comma delimited) file;
- Send file via email to appropriate Washoe County Sheriff's Office Forensic Science Division employee;
- Pay one hundred fifty dollars and no cents (\$150.00), or the total amount actually collected from the P&P client for each DNA test performed, to the Washoe County Sheriff's Office for each biological specimen submitted to the Washoe County Sheriff's Office for DNA testing.

**Washoe County Sheriff's Office Forensic Lab:**

- Conduct an analysis of each biological specimen obtained from a Parole and Probation - offender and submitted to Washoe County Sheriff's Office, to determine the genetic markers of the specimen;
- Cross check list of Parole and Probation offenders with samples received;
- Based on list and monies paid to Parole and Probation, create invoice for payment of DNA testing services;
- Send invoice to Parole and Probation for payment.

In the event of notice, the following are to be notified:

For the State of Nevada, Department of Public Safety:

Contracts Manager  
Department of Public Safety, Administrative Services Division  
555 Wright Way  
Carson City NV 89711-0200  
(775) 684-4698

For the Washoe County Sheriff's Office:

Director of Lab Services, Forensic Laboratory  
Washoe County Sheriff's Office, Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
(775) 328-2810

09-677

**INTERLOCAL CONTRACT FOR REIMBURSEMENT OF OVERTIME FOR INTERNET CRIMES  
AGAINST CHILDREN INVESTIGATIONS**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as "LVMPD"), and WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE, (hereinafter referred to as "WCSO"), for the purpose of reimbursing law enforcement personnel for investigative and public awareness related overtime, reimbursement for internet connection for personnel conducting investigations and public awareness campaigns, and attend approved training associated with internet crimes against children.

**WITNESSETH:**

WHEREAS, NRS 277.180 authorizes 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;

WHEREAS, the LVMPD has received grant funds from the U.S. Department of Justice to support investigations and public awareness related to internet crimes against children (ICAC);

WHEREAS, the U.S. Department of Justice allows for the LVMPD to use grant funds to reimburse authorized expenses from Nevada law enforcement agencies that are designated as affiliate internet crimes against children sites;

WHEREAS, the WCSO is a designated affiliate site and has the law enforcement personnel assigned to conduct investigations and public awareness related to internet crimes against children;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

**CONTRACT PERIOD**

The term of this Contract shall commence on July 1, 2008 through December 31, 2009.

**SCOPE**

WCSO will:

- A. Provide law enforcement personnel to conduct investigations and public awareness related to internet crimes against children;
- B. Not submit for reimbursement of overtime associated with administrative or other overtime not directly related to conducting internet crimes against children investigations and related public awareness campaigns;
- C. Attend forensic and investigative training provided through the ICAC grant;
- D. Report outcomes related to internet crimes against children investigations to the LVMPD ICAC Regional Task Force Manager as requested.

**LVMPD RESPONSIBILITIES**

LVMPD shall:

- A. Reimburse WCSO for overtime of law enforcement personnel who have conducted investigations and public awareness related to internet crimes against children. The total amount of reimbursement for overtime shall not exceed \$10,000.00.

09-16-08

21/20

- B. Reimburse WSCO for internet connection for personnel regularly assigned to conduct investigations and public awareness related to internet crimes against children. The total amount of reimbursement for internet connection shall not exceed \$1,400.00.

**WCSO RESPONSIBILITIES**

WCSO shall:

- A. Perform the work described in the Scope of Work
- B. Shall submit supporting documentation, to include:
  - 1. Copies of documents demonstrating time worked was related to conducting investigations or public awareness related to internet crimes against children
  - 2. Copies of payroll documentation showing total amounts paid for the overtime worked.
  - 3. Copies of all paid internet service invoices for services to support the officers assigned to internet crimes against children task force.
  - 4. Comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide as well as the organization audit requirements of OMB Circular A-133.

These documents shall be submitted within 30 days of the close of the preceding month to:

Las Vegas Metropolitan Police Department  
Finance-Grants  
3141 E. Sunrise Ave  
Las Vegas, NV 89101

The final reimbursement request will be submitted to LVMPD no later than 30 days after the end date of this contract.

09-6-98

**PARTIES' MUTUAL RESPONSIBILITIES**

- A. The period of performance commences immediately upon execution of this Contract by both parties.
- B. The parties do not intend to benefit any person who is not named as a party to this Contract, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.
- C. Each party shall remain liable for its own negligence in accordance with the general law of the State of Nevada.

**TERMINATION**

Either party may terminate this Contract by giving the other party sixty (60) calendar days written notice. In no event shall the liability of the Las Vegas Metropolitan Police Department exceed the amount of grant funding designated in this contract for Washoe County Sheriff's Office which was received in the current Internet Crimes Against Children grant from the Office Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.

**MODIFICATION OR AMENDMENT**

This Contract may not be modified or amended except by express written agreement, duly authorized and executed by both parties.

**FISCAL FUNDING**

The LVMPD reasonably believes that sufficient funds can be obtained to make all payments during the term of this Contract. If the LVMPD does not allocate funds to continue the functions performed by WCSO under this Contract, this Contract shall terminate when appropriated funds expire.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**LVMPD:**

By: \_\_\_\_\_  
Douglas C. Gillespie  
Sheriff

**WCSO:**

Board of County Commissioners on Behalf of  
Washoe County Sheriff's Office

By: David E. Humke 6/23/09  
David E. Humke  
Chair, Board of County Commissioners

APPROVED AS TO FORM:

DAVID ROGER,  
District Attorney

By: \_\_\_\_\_  
MARY-ANNE MILLER  
Deputy District Attorney

APPROVED AS TO FORM:  
RICHARD GAMMICK  
District Attorney

By: /s/ Mary Kandaras  
MARY KANDARAS  
Deputy District Attorney

09-1078

01/21

2010 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY WASHOE COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Washoe County, a political subdivision of the State of Nevada, (hereinafter called "Washoe") by and through its Board of County Commissioners and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada, (hereinafter called "NHD).

WHEREAS, NHD is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund".

WHEREAS, NHD desires to assist Washoe by providing Trust Funds to Washoe on behalf of its Social Services Department, hereinafter called "Social Services" in order to assist with qualified welfare set-aside activities under Trust Fund Administrative Guidelines, statutes, and regulations.

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, Washoe and NHD are public agencies within the meaning of the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to Washoe on behalf of Social Services, by NHD subject to the following conditions and limitations:

**I. Scope of Services.**

A. NHD will provide funds not to exceed the total of \$146,250 to assist Washoe with qualified Trust Fund activities hereinafter referred to as "Activities."

B. Washoe agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified will be the responsibility of Washoe through Social Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Washoe through Social Services.

C. Before disbursing Trust Funds to any recipient, Washoe agrees to enter into an agreement by way of a signed application with the recipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with NRS 319 and NAC 319, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

69-4692

**II. Division General Conditions.** Washoe agrees to abide by all conditions fully set forth below.

A. Washoe has requested the financial support of NHD that is provided for in this Agreement in order to enable Washoe to provide emergency housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Washoe shall be an independent contractor only.

B. Washoe will provide NHD with client usage records per activity on a monthly basis (quarterly data will be allowed if approved in advanced) during the period of this Agreement. Failure to provide this information in the required timeframe may result in forfeiture of these funds. Records will contain, but are not limited to, the following data:

1. Total clients served;
2. Race and ethnicity breakdown of clients served in accordance with the U.S Department of Housing and Urban Development criteria;
3. Name or client number of each head of household served;
4. Household income for clients served;
5. Number of persons in each household served;
6. Type of assistance provided to each household served; and
7. Other information as indicated in the Exhibit F-Welfare Set-Aside Client Information Report.

C. Washoe will not use any portion of the allocated Trust Funds for other than qualified Trust Fund activities, as defined in NRS 319 and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible families.

D. Washoe may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

E. Washoe shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of activities as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly; and

5. Whether the periodic reports to NHD contain accurate and reliable information.

Visits by NHD shall be announced to Washoe in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Washoe which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

F. At any time during normal business hours, Washoe's records with respect to the Program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, Legislative Counsel Bureau, or any combination thereof.

G. 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.

#### INDEMNIFICATION.

a. Consistent with the Limited Liability paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying 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.

H. Washoe will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it in conjunction with this program.

I. This Agreement will commence upon its approval and signature and appropriate official action by the governing body of both parties. Funds allocated by NHD to Washoe under this agreement must be used within 3 years after its award to Washoe as defined in NAC 319. Upon written request by Washoe and for good cause, NHD may extend the period of the grant for not more than 1 year.

J. In the event that Washoe and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

K. Washoe agrees that no public officer or public employee of Washoe may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the public duties of that position.

L. Washoe agrees that no public officer or public employee of Washoe may use his or her position in government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.

M. Washoe agrees that no public officer or public employee of Washoe may participate as an agent of Washoe in the negotiation or execution of a contract between Washoe and any private business in which he or she has a significant pecuniary interest.

N. Washoe agrees that no public officer or public employee of Washoe may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

O. Washoe, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Welfare Set-Aside Program or are required by NHD.

P. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Welfare Set-Aside Program funds received by Washoe pursuant to this Agreement, or any part thereof.

Q. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the activity during the period of service of such officer, employee or agent, for one year thereafter.

### **III. Financial Management.**

A. Washoe agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to NHD.

B. Washoe agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to NHD.

C. Washoe agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

#### **IV. Modification or Revocation of Agreement.**

A. NHD and Washoe will amend or otherwise revise this Agreement should such modification be required by NRS 319 or NAC 319.

B. In the event that any of the Trust Fund monies, for any reason, are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement with 15 days written notification to Washoe.

C. NHD may, with 15 days written notification, suspend or terminate this agreement if Washoe fails to comply with any of its terms.

D. In the event the Washoe County Board of Commissioners does not appropriate funds necessary to carry out the purposes of this Agreement, the County may terminate the Agreement upon 15 days written notification to the Division.

E. This agreement may be terminated at the convenience of NHD with 15 days written notice.

F. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

G. This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASHOE COUNTY BOARD OF COMMISSIONERS

David E. Humke 6/23/09  
David E. Humke  
Chairman Date

NEVADA HOUSING DIVISION

\_\_\_\_\_  
Charles L. Horsey, III  
Administrator

Amy Harvey  
Attest:  
County Clerk

State of Nevada )  
Carson City )

Dated: 6.23.09  
By: AMY HARVEY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

AMENDMENT #1 to the COOPERATIVE AGREEMENT FOR SERVICES RELATED TO THE OPERATION OF THE HOMELESS COMMUNITY ASSISTANCE CENTER BETWEEN THE CITY OF RENO, WASHOE COUNTY AND THE CITY OF SPARKS

WHEREAS, the City of Reno (hereafter "Reno"), the City of Sparks (hereafter "Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, (hereafter "Washoe County" or "County") executed a Cooperative Agreement for Services related to the Operation of the Homeless Community Assistance Center between the City of Reno, Washoe County and the City of Sparks on September 10, 2008; and

WHEREAS, the parties are desirous of amending said Agreement pursuant to paragraph 14.

NOW THEREFORE, it is agreed as follows, except as otherwise set forth below all terms and conditions of the existing Agreement shall remain in effect:

1. ATTACHMENT B as set forth in Paragraph 13, as revised by this amendment below, (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION), is incorporated into this Agreement.

2. This Amendment to the Agreement is effective upon approval of all parties and the new Term of this Agreement as set forth in Paragraph 14 shall be through June 30, 2010 unless otherwise continued, renewed or terminated pursuant to the Agreement.

Remainder of this page left blank intentionally.

09-1693

19

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Cooperative Agreement on the date(s) set forth herein.

**CITY OF RENO**

**CITY OF SPARKS**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MAYOR

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY CITY ATTORNEY

\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**WASHOE COUNTY**

  
\_\_\_\_\_  
CHAIRMAN, COUNTY COMMISSION

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY DISTRICT ATTORNEY

**ATTACHMENT B (Amendment #1)**  
**COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION**

**IN-KIND CONTRIBUTIONS:**

<b>NAME</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Jodi Royal-Goodwin	CAC Manager/Reno Community Reinvestment Manager	CAC management	334-2305 royal-goodwinj@ci.reno.nv.us	.5
*****	*****	*****	*****	*****
<b>NAME</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Laura Osterman and Ortencia Vital	Washoe County Senior Human Services Support Specialist (CPS)	Family support Case management Services for family Shelter residents	785-5600	2
<b>SUPERVISOR</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Kim Schweickert	Washoe County Human Services Supervisor	Supervise Family Shelter Case Managers	337-4535 ksschweickert@washoecounty.us	*****
<b>NAME</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Amanda Lewis	Washoe County Social Worker (Indigent Health)	Social Work services		1
<b>SUPERVISOR</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Anne Murphy	Washoe County Social Worker Supervisor	Social Worker Supervision	784-7311 amurphy@washoecounty.us	*****
<b>NAME</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Krista Lee	Reno Housing Specialist	Homeless Coordinator	785-5853 leek@ci.reno.nv.us	1
<b>SUPERVISOR</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Jodi Royal-Goodwin	CAC Manager	Homeless Coordinator Supervision	334-2305 royal-goodwinj@ci.reno.nv.us	*****
<b>NAME</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Mark Houtz	Maintenance Technician	CAC facility Maintenance	334-2243	1
<b>SUPERVISOR</b>	<b>TITLE/WHERE</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Ed Stewart	Reno Public Works Crew Supervisor	Supervision of Facility Maintenance staff	334-2243 StewartE@ci.reno.nv.us	*****

<b>FY 08-09 FUNDING BY SOURCE***</b>	
<b>City of Reno –</b>	
Emergency Shelter Grants	\$ 155,000
RDA 2 Housing Set-Aside	\$ 500,000
Other Funds	\$ 182,000
<b>Washoe County:</b>	
CPS Funding	\$ 100,000
Indigent Health	\$ 150,000
Community Support	\$ 459,096
<b>City of Sparks</b>	\$ 25,000
<b>Other Resources</b>	
<b>TOTAL FY 09-10 OPERATIONS FUNDING</b>	<b>\$1,571,096</b>

**\*\*\*Restrictions on the CAC Manager’s utilization of are as follows:**

<p>City of Reno ESG funds can be used for shelter operations and maintenance including: utilities, food, equipment, repairs, security, and furnishings. No more than 10 percent of the ESG grant may be used for shelter staff salaries.</p>
<p>All Washoe County funds will be utilized to support the shelter services, and related case management for shelter residents. Specifically the \$100,000 in Child Protective Services Funding must support expenditures related to the operation of the Family Shelter, the \$150,000 of Indigent Health funding must support services that prevent inappropriate Emergency Room visits, Inpatient admissions and institutionalization through the nursing home program and the Community Support funding balance of \$459,096 must be used for expenditures that provide for the operation of the Men’s and Women’s Drop-In Centers and/or the Family Shelter and, as necessary, utilities and janitorial services for the offices utilized by the County staff at the CAC.</p>
<p>The funding provided herein by the City of Sparks is for costs related to the operation of the Resource Center located at the CAC. Funding shall not to be utilized for staffing or staffing related costs.</p>

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$3,337.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-1697

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/09

BY: Paul Hahn  
CHAIRMAN

DATE: 6.23.09

ATTEST: Amy Hawley  
WASHOE COUNTY CLERK

USER

DATE: 5-5-09

BY: Wesley

09-6997

## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

09-6917

- 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
  
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$21,779.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

69-697

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

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

DATE: 4-27-09

BY: *Richard Haley*  
WASHOE COUNTY SHERIFF

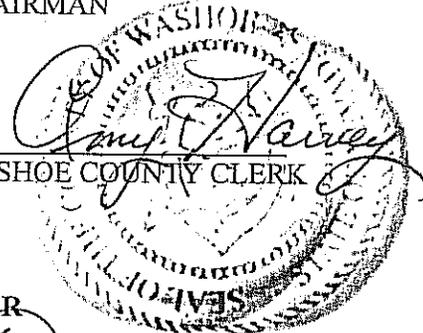
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *Paul John*  
CHAIRMAN

DATE: 6.23.09

ATTEST: *Emily D. Harvey*  
WASHOE COUNTY CLERK



SEAL OF WASHOE COUNTY, NEVADA

USER

DATE: 5/14/09

BY: *[Signature]*

09-699

## Exhibit B

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

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#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
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#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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- Weapon function test
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#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

09-697

- 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 require a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
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  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$12,692.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-699

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-1697

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

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

DATE: 4-27-09

BY: *Michael Haley*  
WASHOE COUNTY SHERIFF

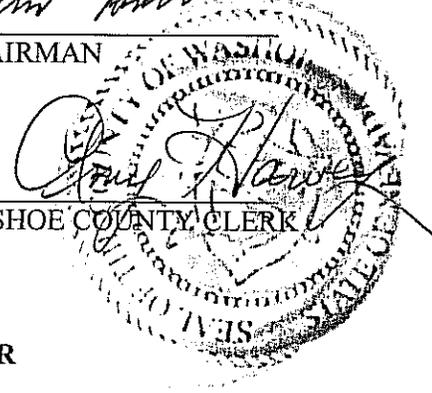
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/09

BY: *Jim [unclear]*  
CHAIRMAN

DATE: 6.23.09

ATTEST: *[Signature]*  
WASHOE COUNTY CLERK



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

USER

DATE: 9-30-09

BY: *Rhygan*

09-6997

## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

09-1697

- 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
  
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

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

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$51,034.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

BY: *Michael Healy*  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *Paul H.*  
CHAIRMAN

DATE: 6.23.09

ATTEST: *Janet V.*  
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is circular with a double border. The outer border contains the text "SEAL OF THE COUNTY OF WASHOE" at the top and "NEVADA" at the bottom. The inner border contains the text "WASHOE COUNTY CLERK". The center of the seal features a landscape scene with a mountain range, a river, and a sun.

USER

DATE: 5-13-09

BY: *Ronald R.*

09-699

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-697

### Latent Print Processing

- WIN/AFIS database

### Photo laboratory services

### DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-16-97

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

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$42,153.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-1697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-697

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

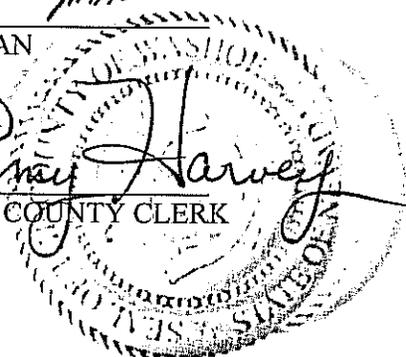
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: Paul John  
CHAIRMAN

DATE: 6/23/09

ATTEST: Gray Harvey  
WASHOE COUNTY CLERK



USER

DATE: 5/2/09

BY: Dolzreid

09-699

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-699

## Latent Print Processing

- WIN/AFIS database

## Photo laboratory services

## DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

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

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$35,830.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-6917

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

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

DATE: 4-27-09

BY: *Mila Haley*  
WASHOE COUNTY SHERIFF

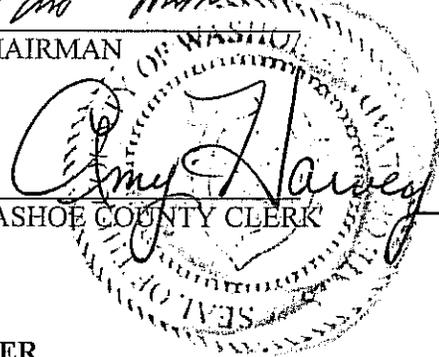
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: *Paul Peters*  
CHAIRMAN

DATE: 6/23/09

ATTEST: *Amy Harvey*  
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is circular with a double-line border. The outer ring contains the text "SEAL OF WASHOE COUNTY, NEVADA" at the top and "1861" at the bottom. The center of the seal features a landscape with a mountain range, a river, and a sun. The signature of Amy Harvey is written across the seal.

USER

DATE: 5/4/09 BY: *D. Zornow*

09-10917

## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

09-1697

- 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 (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-1697

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$4,594.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

B. Either party to this Agreement may terminate this Agreement at any time of the term

09-697

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF COMMISSIONERS**

DATE: 6/23/09

BY: [Signature]  
CHAIRMAN

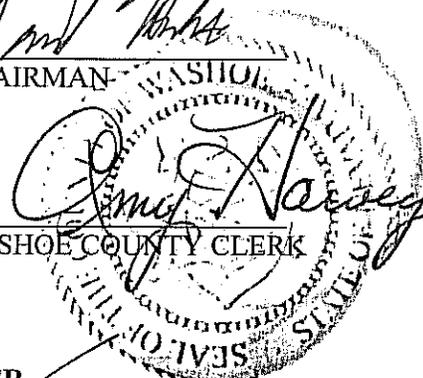
DATE: 6/23/09

ATTEST: [Signature]  
WASHOE COUNTY CLERK

USER

DATE: 5-29-09 BY: \_\_\_\_\_

[Signature]



09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

09-697

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-12-97

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

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

**WITNESSETH:**

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$28,642.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

09-699

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: Sam Nelson  
CHAIRMAN

DATE: 6/23/09

ATTEST: Amy Harvey  
WASHOE COUNTY CLERK

USER

DATE: 5/4/09

BY: [Signature]

09-697

## Exhibit A

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

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

#### Trace Evidence

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

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Crime Scene Investigation

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

D9-6697

### Latent Print Processing

- WIN/AFIS database

### Photo laboratory services

### DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

09-697

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
FALLON-PAIUTE TRIBE ON BEHALF OF  
FALLON-PAIUTE TRIBAL POLICE DEPARTMENT**

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

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

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

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

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

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

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

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

A. For fiscal year 2009/2010 USER shall pay to WASHOE a fee of \$525.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

09-697

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2009 and terminate as of June 30, 2010.

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

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

DATE: 4-27-09

BY: Michael Haley  
WASHOE COUNTY SHERIFF

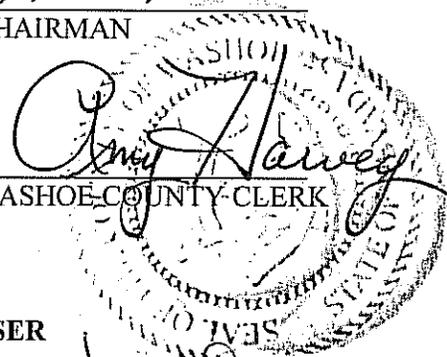
WASHOE COUNTY BOARD OF  
COMMISSIONERS

DATE: 6/23/09

BY: Sam Mink  
CHAIRMAN

DATE: 6/23/09

ATTEST: Amy Hawley  
WASHOE COUNTY CLERK



USER

DATE: 5-11-09

BY: Rahanne Adams  
Vice-Chairman  
Sany Hall  
Police Chief

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## Exhibit B

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

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

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Confirmatory Stain Characterization

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

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

#### Latent Print Processing

- WIN/AFIS database

#### DNA Analysis

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

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

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- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
  - Homicide (minimum 3 investigators)
  - Attempted Homicide
  - Officer Involved Shootings (minimum 3 investigators)
  - Questionable deaths with detective on scene
  - Kidnapping
  - Child Abuse
  - Sexual Assault with substantial bodily injury or unknown suspect
  - Battery with a deadly weapon with substantial bodily injury
  - Armed Robbery with substantial bodily injury
  - Bank Robbery with substantial bodily injury
  - Robbery, strong armed, with substantial bodily injury
  - Fatal traffic accidents when vehicular homicide is suspected
  - Homicide Autopsy
  - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
  
- Photo Laboratory services can be provided per the following fee schedule:
  - 35mm rolls of film \$2.00/roll
  - 4 x 6 prints \$.40/print
  - 8 x 12 prints \$2.00/print
  - \$10.00 per CD

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

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