



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM JS
Finance LC
DA ^{km}
Risk Mgt. DE
HR NA
Other NA

STAFF REPORT

BOARD MEETING DATE: April 28, 2015

DATE: April 6, 2015
TO: Board of County Commissioners
FROM: Renee Ismari, Acting Laboratory Director, Forensic Science Division
775-328-2815, rromero@washoecounty.us
THROUGH: Chuck Allen, Sheriff
SUBJECT: Approve Amendment #2 to the Interlocal Contract between Public Agencies: Washoe County on behalf of Washoe County Sheriff's Office Forensic Science Division and the State of Nevada on behalf of the Gaming Control Board for Forensic Services for the extended term of July 1, 2015 through June 30, 2017 with an income of [\$1,500 plus any requested crime scene services at \$250/investigator/hour] for each fiscal year 2016 and 2017. (All Commission Districts)

SUMMARY

The Washoe County Sheriff's Office Crime Laboratory contracts with several agencies that require Forensic Services. This amendment to the Interlocal Contract provides for laboratory and field services for the State of Nevada, Gaming Control Board.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

The Washoe County Sheriff's Office has contracted to provide the State of Nevada with Forensic Services since 1993. The original contract to this amendment was executed by the Chairman of the Board of County Commissioners on July 23, 2013. A one year amendment was approved by the Board of County Commissioners and executed by the Chairman on April 22, 2014.

BACKGROUND

The Washoe County Sheriff's Office provides Forensic Services to Federal, State and Local Agencies throughout Nevada. These services are provided by contract. This Amendment to the Interlocal Contract extends the existing contract through June 30, 2017 with changes to the term, fiscal amounts of the contract, and to the scopes of work to reflect current fees and services provided by the lab.

AGENDA ITEM # 512

FISCAL IMPACT

The revenues from this contract will be deposited into General Ledger Accounts:

Annual Income of \$1,500 for FY 16 and FY 17: 150650-460162 Sheriff Crime Lab
Contract Payments

RECOMMENDATION

It is recommended that the Board of County Commissioners Approve Amendment #2 to the Interlocal Contract between Public Agencies: Washoe County on behalf of Washoe County Sheriff's Office Forensic Science Division and the State of Nevada of behalf of the Gaming Control Board for Forensic Services for the extended term of July 1, 2015 through June 30, 2017 with an income of [\$1,500 plus any requested crime scene services at \$250/investigator/hour] for each fiscal year 2016 and 2017.

POSSIBLE MOTION

Should the board agree with staff's recommendation, a possible motion would be:
Move to Approve Amendment #2 to the Interlocal Contract between Public Agencies: Washoe County on behalf of Washoe County Sheriff's Office Forensic Science Division and the State of Nevada of behalf of the Gaming Control Board for Forensic Services for the extended term of July 1, 2015 through June 30, 2017 with an income of [\$1,500 plus any requested crime scene services at \$250/investigator/hour] for each fiscal year 2016 and 2017.

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

Between the State of Nevada
Acting By and Through Its

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

and

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

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

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

Current Contract Language:

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

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

ATTACHMENT A: SCOPE OF WORK

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

Amended Contract Language:

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

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

ATTACHMENT AA: SCOPE OF WORK

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

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

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

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

Cheryl Allen 4/6/15
Washoe County Sheriff Date

Sheriff
Title

Chairman, Washoe County Board of County Commissioners Date

Title

ATTESTED TO:

Washoe County Clerk Date

Title

Signature Date

Chief Administration
Title

Signature Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

ATTACHMENT AA
SCOPE OF WORK

OPTION B
FY 15/16

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

Controlled Substances (Expected average turnaround time within 90 days)

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

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

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

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

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

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

- Serial number restoration

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

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

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

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

Primary Examination (Expected average turnaround time within 90 days)

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

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

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

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

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

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

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

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

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

- \$25.00 per CD

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

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

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

**AMENDMENT #1 TO INTERLOCAL CONTRACT
BETWEEN PUBLIC AGENCIES**

Between the State of Nevada
Acting By and Through Its

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

and

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

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

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

Current Interlocal Contract Language:

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

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

Amended Contract Language:

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

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

Approved July 8, 2002

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

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

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

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

Public Agency #1 Date

Public Agency #1 Signature Date

Public Agency #2 – Washoe County Sheriff

By: _____
Chairman – Washoe County Board of Commissioners

ATTEST:

Washoe County Clerk Date

Signature - Board of Examiners

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

Chief Administration Title

Date

Date

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

On _____
(Date)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION hereinafter set forth are both necessary to STATE GAMING CONTROL BOARD and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2013, to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.