

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

TUESDAY

10:00 A.M.

JULY 24, 2018

PRESENT:

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

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Deputy District Attorney

ABSENT:

Vaughn Hartung, Commissioner

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

County Manager John Slaughter announced Agenda Item 11, Public Comment, would happen directly after Agenda Item 7.

18-0543 AGENDA ITEM 3 Introduction of new Washoe County Employees.

John Slaughter, County Manager, asked the following employees to introduce themselves to the Board:

Samantha Pierce, Manager's Office
Korynna Rubio, Human Services Agency
Roosevelt Wilkins, Human Services Agency
Brittney Osborn, Health Department
Tyler Henderson, Health Department
Kristen deBraga, Health Department
Danielle St. Germaine, Community Services Department
Tammy Jennings, Animal Services
Sharolyn Wilson, Comptroller's Office
Jenny Perry, Comptroller's Office
Brian Pereira, Community Services Department
Lori Fralick, District Attorney's Office

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

- 18-0544** **AGENDA ITEM 4** Presentation of Excellence in Public Service Certificates honoring the following Washoe County employees who have completed essential employee development courses.

County Manager John Slaughter stated Excellence in Public Service was a series of programs designed to support employee development and performance. Completion of a course took more than two years and it demonstrated an employee's commitment to continuous personal and professional improvement.

Mr. Slaughter recognized the following employees:

Promote Yourself! Mini Certificate Program

Casey Berry, Human Services Agency
Brenna Bull, District Attorney's Office
Cecily Small, Library
Denise Viss, Library

Essentials of Management Development

Beau Duc, Community Services Department
Linda Gabor, Health Department
Pamela Larsen, Library
Tara Goodsell, Human Services Agency
Christina Felix, District Attorney's Office

Chair Berkbigler commented the Board of County Commissioners was nothing without a strong staff.

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

- 18-0545** **AGENDA ITEM 5** Appearance: Gabrielle Enfield, Grants Administrator Washoe County Manager's Office and Mojra Hauenstein, Division Director Washoe County Planning & Building. Presentation and update on the Washoe ArTrail project, an Our Town project with support from the National Endowment for the Arts.

Grants Administrator Gabrielle Enfield reminded the Board they approved the Washoe ArTrail project in September of 2017. She conducted a PowerPoint presentation and reviewed slides with the following titles: Washoe ArTrail; Vision; How it came together; With a little help...; and Project Components.

Ms. Enfield explained the trail started at Crystal Peak Park, traveled through Pyramid Lake Paiute tribal land, and continued to the Black Rock Desert. She anticipated the trail would draw residents from the cities to participate in the culture of

Washoe County, as well as connect rural residents to economic and cultural features of the County.

Ms. Enfield said the initial visions of the project were economic development and a focus on positive migration for Gerlach. She showed a map of the trail, a copy of which was placed on file with the Clerk. She remarked the project strengthened the community by connecting urban residents to rural residents in Gerlach and Pyramid Lake. She said there was an opportunity for collaboration with arts organizations, other local governments, and tribes; communities even identified potential sites. She mentioned the project sought to celebrate the uniqueness of Washoe County and its history. She commented the project expanded on the arts culture of the Burning Man event, which was the largest arts event in the world.

Ms. Enfield stated the National Endowment for the Arts (NEA) Our Town Grant focused on projects which exemplified the uniqueness of their communities, and supported projects which integrated arts and culture to strengthen communities by advancing economic development. She noted one condition of the grant was having an arts and culture partner, which in this case was Burning Man. She added Burning Man assisted in the design of the project, helped develop the proposal, conducted the artist selection process, and framed out the community engagement. She praised the partnership.

Ms. Enfield mentioned many ArTrail partners were landowners of sites along the trail. She said the partner organizations' sites were expected to be on the trail once more formal confirmation was received. She pointed out the trail featured existing historical, artistic, and cultural sites. New art would be located at Crystal Peak Park and in Gerlach which was chosen because it was iconic, unique, and it provided visitors with an experience.

Division Director of Washoe County Planning & Building Mojra Hauenstein reviewed slides with the following titles: New Art Crystal Peak (3 slides); New Art Gerlach (3 slides); Art, Culture, Historic (2 slides); and The App.

Ms. Hauenstein said the award for the new art installations was won by a local group of artists, the ROAM Collective. Included in that group were artists, geographers, and engineers who really knew Washoe County. She explained the art was made with rammed earth sourced from local soil. She went over aspects of the two art installations including the dimensions, artistic features, and some experiences a visitor might have. She reviewed several of the sites along the ArTrail and stated the purpose was to promote and educate people throughout the trail.

Ms. Hauenstein thanked Technology Services, whose app gamified the ArTrail by allowing people to contribute directly to the archives. She said the app appealed to every generation and she felt the project would bring people into rural Nevada to experience the beautiful existing artwork.

Ms. Enfield indicated several communities hosted story circles where community members shared personal experiences, local legends, and histories; some of these were available on ArTrail's website and would be included in the app. She noted the opening event planned for June 2019 would include community events for walking, biking, and driving. She mentioned there was great commitment from the County Commissioners, County Manager John Slaughter, Assistant County Manager Dave Solaro, and Technology Services Chief Information Officer Craig Betts.

Chair Berkbigler thanked them for the presentation and praised the artwork.

Commissioner Jung indicated she would make a request for a future agenda item for Washoe County to become a regional leader in art projects, and not only in urban areas. She asked whether the County was applying for more funds within the grant. Ms. Enfield answered they would reapply for different projects but they were focusing on making this project a success.

Commissioner Jung commended the project and staff for working on it.

18-0546 **AGENDA ITEM 6** Appearance: Nancy Leuenhagen, Washoe County Communications Director. Presentation and update on Washoe 311.

Communications Director Nancy Leuenhagen conducted a PowerPoint presentation and reviewed slides with the following titles: Service Requests; Building Infrastructure; One Washoe Connected; Public Outreach Communication Plan; Future Outreach Includes; Real People; and Key to Our Success.

Ms. Leuenhagen explained Washoe 311 was established in July of 2016. She indicated the first year they processed more than 6,000 requests, and over 8,000 the second year. In 2018 they averaged over 200 requests a week, with the week of the primary election topping out at 312 requests. She said throughout that growth they implemented a comprehensive outreach plan including integrating into the communications division in January.

Ms. Leuenhagen stressed the importance of building a strong infrastructure and said every aspect of a non-emergency request generated a tremendous volume of information. Much of that was organized into a database. She noted technology infrastructure was a large component, and they accomplished this with employee education and standardized reporting. She added they sent reports to 22 agencies the prior week. She explained they met with representatives from 911 to make them aware of the purpose of the Washoe 311 service to offload some of the calls 911 received. She lauded the training program and said they trained the Community Service Department on their software. She showed a video about Washoe 311 made specifically for County employees.

Ms. Leuenhagen stated the capacity in the call center drove the speed of the marketing. She remarked all County vehicles would be branded with the 311 logo over the following year. She pointed out the media launch was covered by their television affiliates and by Hispanic media outlets. Bags were distributed at employee events such as the Walk with Washoe series.

Ms. Leuenhagen said they designed a communications plan that included more robust outreach and they would examine the metrics of each campaign to understand the effects of that outreach. She reviewed the timeline of the monthly outreach planned for the future. She showed a public service announcement and said it was the first of a series they planned to release. She thanked SoSu TV for being a great partner.

Ms. Leuenhagen summarized Washoe 311 significantly improved their citizen access, sped up the process of issue resolution, and captured County-wide institutional knowledge. She commented staff was very invested in the process. She introduced and praised team members Cecilia Cortes, Maria Alvarado and thanked Joshua Andreasen, Tammy Cummings, and Amy Ventetuolo.

Commissioner Jung suggested submitting the program to be considered for awards with organizations such as the National Association of Counties. She said the database of knowledge resulted in consistent answers, which taxpayers appreciated. She thanked the team and encouraged Ms. Cortes and Ms. Alvarado to run for office since they had tremendous knowledge of all aspects of the County. She thanked County Manager John Slaughter for investing in the program.

Chair Berkbigler said she sent requests to Washoe 311 and the citizens received responses immediately. She stated the service was beneficial to the County.

Commissioner Jung pointed out not a single Commissioner utilized Washoe 311 and she pledged she would start sending requests to 311 to amass and track greater data.

18-0547 **AGENDA ITEM 7** Appearance: Quinn Korbulic, IT Manager, Washoe County Technology Services. Presentation and progress update on Nevada Shared Radio System.

IT Manager Quinn Korbulic conducted a PowerPoint presentation and reviewed slides with the following titles: NSRS History; System Map; Project Phases; Project Phases – Phase 2; Project Phases – Phase 3; New System Benefits and Features; and Questions.

Mr. Korbulic indicated NV Energy, The Nevada Department of Transportation (NDOT), and Washoe County had prepared for a few years to replace the current Nevada Shared Radio System (NSRS). Washoe County partnered with the two companies in 2000 to build out its portion of the system. He stated the manufacturer

announced in 2017 it would no longer support software or manufacture hardware for the current system. While Washoe County only owned 11 sites, it made up more than 35 percent of the users and as much as 50 percent of the radio traffic.

Mr. Korbolic said the analysis of migrating the NSRS provided baselines for technology and cost, and strengthened the cooperation between the three entities. Among the benefits were economies of scale, the ability to attract the best vendors to replace the system, and cost savings. He noted the contract signed in May 2017 by the three entities put into place the governance structure recommended by the governance report, and it mandated that each agency operated and maintained the radio system to public safety standards. It ensured any user statewide could use the radio system on demand. After the contract was signed, NDOT released the radio system replacement request for proposal (RFP). Mr. Korbolic noted NDOT was integral in the RFP process by releasing the RFP and running the proposal review process. As a result, NDOT sent Harris Corporation a letter of intent in February 2018 to negotiate a contract with them. He added the contract was expected to be completed within a month. He mentioned Phase 3 of the process would begin after contract negotiations were completed.

Mr. Korbolic explained the current system had the capacity for 16,000 users and the system was already at that cap. He provided an example of the Reno Police Department needing to redistribute radios if they wanted to add a new user. He remarked the current system only allowed for the purchase of end user equipment from one company while the Project 25 (P25) Standard would allow for the purchase from any vendor that was P25 compatible. He stated Washoe County had outgrown the current system since there were areas of no coverage and other areas with degraded coverage. They intended to retrofit existing sites or add new green field sites to cover those areas. He reiterated the current system would have no support from the manufacturers nor would there be the ability to buy new system parts.

Mr. Korbolic concluded by saying he was looking forward to completing contract negotiations with Harris Corporation and building the system, which he said would be the public safety radio backbone statewide for 10 to 20 years.

Chair Berkbigler opined the new system would be an improvement over the current system. Commissioner Lucey added his thanks to the IT department and remarked their work saved millions of dollars.

18-0548 **AGENDA ITEM 11** Public Comment.

Mr. Tom Prentice, Vice Chair of the Warm Springs Rural Citizens Advisory Board, responded to an email by Alice McQuone from the Community Services Department, a copy of which was placed on file with the Clerk. He expressed dismay at the decision made at a prior meeting regarding the Newells. He felt any action other than a refund of the original owners' money with interest was inconsistent with the contract agreed to by Washoe County. He alleged there was nothing in the contract that allowed the County to give the money to any other party. He opined the capital improvement plan

cited in the email contractually required the use of a separate interest-bearing account. He stated it would be a great comfort to the Newells to have that money returned. He hoped the Board would reconsider its actions.

Ms. Tammy Holt-Still pointed out Washoe 311 was not currently working properly. She announced the Desert Research Institute would do a study in Lemmon Valley. She stated a pump had been removed from Arkansas Drive even though water from the lake was approaching residents. She expressed frustration at the management of flooding issues in the area.

Ms. Karen Rudd, Executive Director of the American Heart Association (AHA), said the organization's mission was to reduce death and disability from cardiovascular disease and to improve the health of Americans. She stated heart disease was the primary cause of death in the County, and strokes were the leading cause of long-term disability. The AHA partnered with the Washoe County School District by providing programs for all school levels which stressed good nutrition and lifestyle habits. It provided culinary programs for high school students as well as CPR training. She said they provided seniors in the County with nutrition education and physical activities to keep them healthy. She promoted the Northern Nevada Heart & Stroke Walk event on September 16 which would be attended by almost 100 companies.

Ms. Katherine Snedigar claimed it was against Nevada Revised Statute to declare 40-acre parcels in Palomino Valley to be residential properties. She requested a copy of an agreement between Washoe County and the State allowing the County to do so. She expressed frustration about code enforcement in the area and said the area did not have fire or police protection.

Chief Deputy County Clerk Jan Galassini noted she would place an email from Elise Weatherly on file.

18-0549 **AGENDA ITEM 8** Acknowledge receipt the National Association of Counties' 2018 Achievement Award for the Washoe Leadership Program. Manager. (All Commission Districts.)

County Manager John Slaughter noted he attended a National Association of Counties awards luncheon where Washoe County was recognized with two awards. He indicated the Washoe Leadership Program was an employee-led engagement program and more than 100 employees were directly associated with the six committees. Thousands of employees had engaged in various activities within the program.

On the call for public comment, Ms. Tammy Holt-Still played a video on her phone of Commissioner Lucey speaking about the safety of citizens and expressed frustration about the leadership of the County with regard to flooding in Lemmon Valley.

18-0550 **AGENDA ITEM 9** Acknowledge receipt the National Association of Counties' 2018 Achievement Award for the Washoe Impact Awards. Manager. (All Commission Districts.)

County Manager John Slaughter indicated the Washoe County Impact Awards replaced the State of the County event and focused on recognizing the impact of County employees. He admitted the Impact Awards could only recognize four programs but he was proud that the National Association of Counties recognized the Impact Awards' achievement.

Chair Berkigler stated it was a great honor to be recognized.

18-0551 **AGENDA ITEM 10** Acknowledge receipt of the Center for Digital Government Survey, in partnership with National Association of Counties (NACO) recognition as a 2018 leader in Washoe's technology efficiency, collaboration, and disaster response practices. Technology Services. (All Commission Districts)

County Manager John Slaughter mentioned he did not have the certificate for this item but it recognized the Technology Services department for their work. He added technology in the County was vast, varied, and complicated, and staff did a wonderful job. Chair Berkigler added her thanks.

PROCLAMATIONS

18-0552 **13A** Proclamation of gratitude to Jeremy Bosler for his service to our community, our criminal justice system, and to the Washoe County organization.

County Manager John Slaughter read and presented the Proclamation to Jeremy Bosler.

Chair Berkigler stated Mr. Bosler did a fabulous job for the County and its residents.

Mr. Bosler thanked Mr. Slaughter for the Proclamation and noted his job was a huge undertaking which could not be accomplished without the support of the Board and many County departments. He highlighted the partnership between the Public Defender's Office (PDO) and the University of Nevada Reno's social work and criminal justice departments, where students were placed at the jail to perform interviews and risk assessments. He noted the PDO ran a law school internship program for the past 11 years which supported the William S. Boyd School of Law. He remarked the PDO helped create the model family court and he lauded the efforts to put forth pre-trial release mechanisms. He listed several other programs and achievements of the department.

Mr. Bosler noted the PDO sued the District Court and the District Attorney's office to shut down the early case resolution program. He mentioned his office was one of the first to install a little free library that provided books to children. He commended the staff of the PDO and announced it had the most gender diverse and racially diverse staff in its history. He praised the Board's decision to appoint John Arrascada as the new Public Defender and he felt Mr. Arrascada would do a great job. He thanked the Board for the honor of being the Public Defender.

DONATIONS

- 18-553** **14A1** Accept cash donations to Washoe County Human Services Agency: (1) in the amount of [\$3,060.00] retroactive for the period May 1, 2018 through June 30, 2018; and (2) in the amount of [\$1,085.00] retroactive for the period of May 1, 2018 through June 30, 2018 dedicated to the Washoe County Human Services Agency Family Engagement Center; and direct the Comptroller's Office to make the appropriate budget amendments. Human Services Agency. (All Commission Districts.)
- 18-554** **14A2** Accept cash donations to Senior Services in the amount of [\$3,378.90] retroactive for the period May 1, 2018 to June 30, 2018 and direct the Comptroller to make the appropriate budget amendments. Human Services Agency. (All Commission Districts.)

There was no public comment on the donations listed above.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Items 14A1 to 14A2 be accepted.

CONSENT AGENDA ITEMS – 15A THROUGH 15E2

- 18-0555** **15A** Approval of minutes for the Board of County Commissioner's regular meetings of June 19, 2018 and June 26, 2018. Clerk. (All Commission Districts.)
- 18-0556** **15B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2016/2017 and 2017/2018 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$14,152.93]. Assessor. (Commission Districts 1, 2 & 3.)
- 18-0557** **15C** Approve to accept a Violence Against Women Act (VAWA) grant to the District Attorney's Office in the amount of \$70,000 (\$23,333.33 required match), from the Nevada Office of Attorney General (AG) to provide counseling services at the Washoe County Child Advocacy Center

(WCCAC) and supplies related to the program; retroactive from July 1, 2018 through June 30, 2019. Direct the Comptroller to make the necessary budget amendments. District Attorney. (All commission Districts.)

- 18-0558** **15D1** Approve a resolution to sponsor an amendment to the 2012 Truckee Meadows Regional Plan, pursuant to NRS 278.0272(7), to amend the Electrical Utility Corridors South map, to include: (1) a new 300 MW substation and NV Energy switching station located at 21505 Reno Technology Park West; (2) a new utility corridor for a 120kV overhead transmission lines from the proposed substation to the existing NV Energy Pah Rah switching station located within the Reno Technology Park; and (3) a new utility corridor for a 120kV overhead transmission line from the proposed substation to the NV Energy Patrick Substation south of I-80, on the south side of the Truckee River in Storey County; this amendment is necessary to support the continued expansion of the Apple Data Center in the Reno Technology Park, in East Truckee Canyon. (APNs 084-191-07, 084-110-20 and 29) (Apple Inc., applicant); and, if approved, authorize the Chair to execute the resolution sponsoring the proposed amendment. Community Services (Commission District 4.)
- 18-0559** **15D2** Approve an Amendment to the Intergovernmental Agreement between Washoe County and the Sun Valley General Improvement District Regarding Transfer of Ownership of Certain County Parks, to identify responsibilities of Washoe County and Sun Valley General Improvement District associated with the Sidehill Detention Facility Dam located within Sun Valley Community Park (APN 085-211-03). Community Services. (Commission District 3.)
- 18-0560** **15E1** Approve a Fiscal Year 2019 cost of living adjustment of two and one-half percent (2.5%) to the base wage of the Incline Constable effective retroactive to July 1, 2018 [estimated fiscal impact of \$2,390]. Human Resources. (Commission District 1.)
- 18-0561** **15E2** Approve the revised Pro Tem Justice of the Peace panel for the Justice Courts pursuant to NRS 4.032; and, approve same to serve as a list of potential Administrative Enforcement Code hearing officers pursuant to Washoe County Code 125.225 and approve change in process to allow current panel members to remain on list without re-applying. Human Resources. (All Commission Districts.)

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

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Consent Agenda Items 15A through 15E2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 15A through 15E2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 17 THROUGH 23

18-0562 **AGENDA ITEM 17** Recommendation and possible action to approve an appointment of Denise Jacobsen to the Washoe County Audit Committee to fill a one-year term beginning August 1, 2018 and ending July 31, 2019. Manager. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 17 be approved. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0563 **AGENDA ITEM 18** Recommendation to approve the sole source purchasing request and expenditures in excess of \$100,000 to Lodox Systems North America, LLC, and allow the Chief Medical Examiner & Coroner to sign the contract for the purchase of a digital radiography (X-Ray) system and supporting software, hardware, installation, and service for use in the Regional Medical Examiner’s Office. Regional Medical Examiner. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 18 be approved and allowed. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0564 **AGENDA ITEM 19** Recommendation to approve: (1) the purchase of three new replacement 66,000 GVWR Truck Cabs/Chassis from Velocity Truck Center, 1550 E. Greg St., Sparks, NV 89431 [\$119,137.00] utilizing Washoe County Bid #3007-17; and (2) the purchase of three new additional Williamsen-Godwin dump truck bodies each equipped with a hydraulics and tarping system, Henke HXC-2000 V-Box spreader and Henke reversible snow plow from Enoven Truck Body & Equipment, 2904 Duluth St., West Sacramento, CA 95691 [\$120,175.00] utilizing State of Nevada Bid No. 8548 pursuant to the joinder provision of NRS 332.195. Community Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 19 be approved. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0565 **AGENDA ITEM 20** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and the Board of Regents, Nevada System of Higher Education, on behalf of University of Nevada, Department of Civil and Environmental Engineering commencing July 24, 2018 through December 31, 2019, to provide research and technical assistance to achieve treatment goals at the South Truckee Meadows Water Reclamation Facility [\$298,694]. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 20 be approved. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0566 **AGENDA ITEM 21** Recommendation to approve the sole source exemption and purchase of consumables from Life Technologies at approximate cost of [\$210,000.00] annually. Sheriff. (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 21 be approved. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0567 **AGENDA ITEM 22** Recommendation to authorize to amend a Joinder Contract to purchase additional Body Worn Cameras (BWC), investigative licenses, and Computer Aided Dispatch (CAD) licenses to streamline data entry. Estimated expenditures are an additional [\$254,350.50] for the contract term. If approved, authorize Purchasing and Contractors Manager to execute all relevant contract documents and agreements. Sheriff. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 22 be authorized and approved. See Agenda Item 23 for an explanation of the technical issues related to this vote.

18-0568 **AGENDA ITEM 23** Recommendation to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents-UNR \$19,964; Carlin Police Department \$6,771; Carson City Sheriff's Office \$108,329; Fallon Police Department \$32,160; Lyon Co Sheriff's Office \$126,731; and West Wendover Police Department \$29,513 for Forensic Laboratory Analysis Service fees for the retroactive term of July 1, 2018 to June 30, 2019 with a total income of [\$323,468.00]. Sheriff. (All Commission Districts)

There was no response to the call for public comment.

Deputy District Attorney Paul Lipparelli made clarifying statements about the vote as displayed on the VoteCast system, since the vote was inaccurate due to technological issues. The block vote for Agenda Items 17 through 23 was retaken.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 23 be approved.

18-0569 **AGENDA ITEM 16** Approve updates to Washoe County Audit Committee Charter. Manager. (All Commission Districts.)

Samantha Pierce, Internal Auditor with the Manager's Office, drew the Board's attention to the updated charter for the audit committee in the staff report. She indicated it had not been updated since 2010 and it required updates to bring it into compliance with County Code. She explained language was added on term limits to align it with County Board policy. The second change was requiring an odd number of voting members to prevent tie votes while keeping the requirement of having at least three voting members. She noted the Committee consisted of Commissioner Jung, Barbara Kinnison, and Denise Jacobsen as voting members and County Manager John Slaughter as a non-voting member. She said the final change was removal of the language that put the responsibility to evaluate and select the internal auditor on the Committee since code dictated it was the responsibility of the County Manager. Other changes were minor and did not affect the overall intent of the charter.

There was no response to the call for public comment.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried on a vote of 4-0 with Commissioner Hartung absent, it was ordered that Agenda Item 16 be approved.

18-0570 **AGENDA ITEM 24** Introduction and first reading of an ordinance amending Washoe County Code Chapter 2 by adopting Supplement Number 14 to the Washoe County Code and all clerical and technical corrections made therein; and if supported, set the public hearing for second reading and possible adoption of the ordinance on August 28, 2018. District Attorney. (All Commission Districts.)

Chief Deputy Clerk Jan Galassini read the title for Bill No. 1808.

There was no response to the call for public comment.

Bill No. 1808 was introduced by Commissioner Lucey, and legal notice for final action of adoption was directed.

18-0571 **AGENDA ITEM 25** Presentation, discussion and possible action to give direction to staff regarding the purpose, role, legal authorities, and case load of the Washoe County Planning Commission and the Washoe County Board of Adjustment. Community Services. (All Commission District.)

County Manager John Slaughter noted several Commissioners had requested this item and introduced Planning Manager Trevor Lloyd.

Mr. Lloyd conducted a PowerPoint presentation and reviewed slides with the following titles: Overview of Planning Commission; State Law Requirements – PC; Planning Commission Responsibilities; Additional PC Responsibilities; PC Word Load and Meeting Time (2 slides); Overview of Board of Adjustment; State Law Requirements – BOA; BOA Responsibilities; BOA Work Load and Meeting Time (2 slides); and Questions.

Mr. Lloyd noted only about five percent of cases were appealed to the Planning Commission (PC). He pointed out the PowerPoint presentation did not capture hours spent by the PC reviewing reports, applications, or performing site visits. He stated the Board of Adjustment (BOA) saw more appeals than the PC due in part to the nature of the applications received by the BOA; variances required stringent findings in order to be granted. Like the PC, the BOA spent significant time outside of meetings preparing for those meetings, reviewing applications, and performing site visits. He explained staff worked closely with the PC and the BOA and he noted the boards' commitment and dedication to performing their duties to make Washoe County a better place.

On the call for public comment, Ms. Tammy Holt-Still waived her opportunity to speak.

Ms. Katherine Snedigar stated her area had only one Citizens Advisory Board (CAB) meeting, at which Planning Manager Bob Webb responded there was no way to enforce guidelines for the Warm Springs Special Plan Area (SPA). She claimed it was a flood area and part of the area plan required homes to be elevated above grade,

which was not the case. She suggested not issuing licenses if homes were not built to those standards regarding flood control. She asked how the Board would handle flooding issues if insurance companies refused to pay.

Commissioner Lucey stated he saw the benefit of the PC and BOA in certain aspects but recognized there were disjointed discussions. He said the Commission districts appointed members to serve on both boards, but he admitted while efficiency was gained in this process, the same conclusions were not always reached. He noted there were discussions at the PC about outdated ordinances and Special Use Permits (SUPs) but the PC did not have the authority to adjust code. He mentioned certain projects could get denied but the Board of County Commissioners (BCC) were not always a part of the discussions or any concerning possible changes. With these disjointed discussions, he indicated the appointed members might not use the boards to help move the community forward, but rather use the boards to further their own individual agendas.

Commissioner Lucey felt there needed to be discussion about how the PC or the BOA could communicate challenges within code to the Commissioners to facilitate the process. Instead, more meetings were being held which was costly to the individuals trying to move projects along. He pointed out there were inefficiencies and suggested having better communication, holding joint meetings with the PC and the BCC, or even rewriting old ordinances. He provided an example of a recurring conversation about cargo containers and said the BCC did not necessarily know what the challenges were unless they attended PC meetings.

Chair Berkgigler asked who appointed the two at-large members. Mr. Lloyd answered one at-large member represented the area north of the Truckee River, and one represented the area to the south. The Commissioners in those areas had to agree on the appointment. Chair Berkgigler asked whether the members had to live within the footprint of the unincorporated County, to which Mr. Lloyd responded it was his understanding they would have to.

Chair Berkgigler asked about any problems that would result from having the statutorily-required PC handle tasks typically handled by the BOA. Mr. Lloyd responded the BCC could decide through Nevada Revised Statute (NRS) to delegate that authority to the PC or even to the BCC itself.

Mr. Webb stressed the primary roles of the PC and the BOA were fundamentally different. By State law, the focus of the PC was master plan related. He explained the PC considered the future of the County and ensured any large development projects conformed to the master plan. He stated the BOA was more technical; variances and SUPs were heavily derived in the code. The BOA validated what staff said in terms of code requirements for specific properties, such as variance setbacks or SUPs. He agreed the Board could combine both boards, but he emphasized the boards had different functionalities.

Chair Berkbigler inquired whether the PC considered only the larger master plan or individual sub-master plans throughout the County as well, such as the one for Spanish Springs. Mr. Webb clarified they looked at all plans, starting at the regional level, which allowed them to share information with the PC at the County level. Within the County level, the PC also reviewed and approved sub-area plans.

Chair Berkbigler expressed concern that in her five years on the Board of County Commissioners hearing appeals, they never agreed with a decision made by the BOA. She wondered how many other decisions the Board would oppose which never came before them. She indicated many of these issues happened in Incline Village and felt they could address many of these problems by modifying the Incline Village Area Plan. She said because of the strict way rules were written, the BOA could not agree with many of the proposals, so she asked staff to resolve them.

Chair Berkbigler shared a situation where a project might have to go to the PC, then to the Regional Planning Board, and possibly to the City of Reno. She asked how many boards would have to approve everything for that project. She said she was the Chair of the Regional Planning Board and others on the board shared that concern as well. She stressed there was a need to meet goals with clear guidance so homes would not be built in flood zones, as an example. She pointed out there was a need for projects that moved quicker than 10 years, but it was problematic to send developers to multiple boards. She agreed the PC should work more closely with the BCC because most Commissioners were not aware of everything the PC did. She requested staff work on area plans and consider what was being done regarding the overall County Master Plan through the Regional Planning Board.

Commissioner Lucey mentioned he heard complaints that comments made on development projects during CAB meetings were not being heard in a timely fashion. Waiting for comments to be relayed to the PC could delay projects for a month or two. Mr. Webb reminded the Board the CAB schedule had been modified at the Board's direction to be on the same schedule as all other reviewing agencies for that reason. Staff made a commitment that planners would attend meetings when they had projects on the agenda to hear comments and supplement the recording secretary's comments. This was initiated in 2018 to ensure citizen comments were included as part of the staff reports.

Commissioner Jung suggested consolidating some of agencies such as Regional Planning Board and the Regional Transportation Committee as a way of avoiding extra meetings. She felt it was wasteful for taxpayers and requested staff to present the Board with legal options to bring those agencies under one umbrella. She thought the County Manager could oversee this and subject matter experts could be hired. She acknowledged there could be issues with NRS and she understood regional planning was created because the entities could not get along in terms of planning.

There was no response to the call for public comment.

18-0572 **AGENDA ITEM 26** Discussion and update pertaining to the Board of County Commissioners Quarterly Dashboard Report. Manager. (All Commission Districts.)

Assistant County Manager Dave Solaro reminded the Board the questions received by Washoe 311 were task-based and were usually about services in various neighborhoods. He provided an example about crack and chip sealing. He indicated the Board should bring concerns that were more strategic in nature to be included in the pipeline. He noted the numbers of strategic requests were increasing but staff was utilizing Washoe 311 to handle some of the Commissioners' requests on behalf of their citizens. He referred to a prior meeting where someone questioned how to determine what was strategic in nature. He stated the current fiscal year's goals were fiscal sustainability, economic impacts and infrastructure, vulnerable populations, marijuana impacts, unified team, and employee engagement; these were the basis to determine what was strategic.

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

18-0573 **AGENDA ITEM 27** Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

County Manager John Slaughter announced there was no need for a closed session.

18-0574 **AGENDA ITEM 28** Public Comment.

Ms. Katherine Snedigar voiced concern about consolidating agencies as it could enable the Board to be the only decision-maker. She alleged the Board acted by raising property taxes and enacting more restrictions. She expressed frustration at the County's response to cargo containers being placed on people's properties.

Ms. Tammy Holt-Still stated the Board should consider all information presented to them before making a decision on an appeal. She expressed frustration that it was ruled she did not have standing in an appeal even though she had a hydrologist's opinion that she did. She remarked about the living situations of residents in Lemmon Valley.

18-0575 **AGENDA ITEM 29** Announcements/Reports.

County Manager John Slaughter noted they skipped Agenda Item 12, which was an identical item to this one.

Commissioner Jung requested staff consider how the County could take a bigger leadership role in the arts in the community. She promoted the Walk with Washoe

event at Crystal Peak Park. She asked staff to look into how rents fluctuated based on the economy and what the likelihood was of rent prices decreasing once they were raised.

* * * * *

12:10 p.m. There being no further business to discuss, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk*



WASHOE COUNTY COMMISSION

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2005

RESOLUTION

TO SPONSOR AN AMENDMENT TO THE 2012 TRUCKEE MEADOWS REGIONAL PLAN PURSUANT TO NRS 278.0272(7), TO AMEND THE ELECTRICAL UTILITY CORRIDORS SOUTH MAP TO INCLUDE: (1) A NEW 300 MW SUBSTATION AND NV ENERGY SWITCHING STATION LOCATED AT 21505 RENO TECHNOLOGY PARK WEST; (2) A NEW UTILITY CORRIDOR FOR OVERHEAD TRANSMISSION LINES FROM THE PROPOSED SUBSTATION TO THE EXISTING NV ENERGY PAH RAH SWITCHING STATION AND 3) A NEW UTILITY CORRIDOR FOR OVERHEAD TRANSMISSION LINES FROM THE PROPOSED SUBSTATION TO THE NV ENERGY PATRIC SUBSTATION IN STOREY COUNTY.

(WSUP18-0010 –SUNOL SUBSTATION)

WHEREAS,

- A. The Regional Plan 3.8.1 requires that all transmission lines of 60kV or greater and electrical substations shall be located within a utility corridor as identified on the *Utility Corridors South* map;
- B. Apple Inc. has applied for a special use permit with Washoe County in related and pending proceedings under permit number WSUP18-0010 to construct a 300MW substation in the area of eastern Washoe County on parcel numbers 084-191-07, 084-110-20 and 084-110-29 to the north of the Patrick substation and I-80, as well as associated features including two 120kV overhead transmission lines: one connecting the Sunol substation to the Pah Rah substation on the subject site, and one connecting the Sunol substation to the Patrick substation in Storey County to the south.
- C. A modification of the utility corridor to identify the new Sunol substation as well as the associated overhead transmission lines requires an amendment of the 2012 Truckee Meadows Regional Plan, *Utility Corridor South* map;
- D. A special use permit for the proposed substations and utility (transmission) lines was heard and approved by the Washoe County Planning Commission at their July 3, 2018 meeting and is pending review by the Regional Planning Commission as a project of regional significance; and
- E. The Washoe County Commission has considered at its meeting on July 24, 2018, Apple Inc.'s request that it sponsor an amendment to the regional plan pursuant to NRS 278.0272(7) in connection with the overall completion of the Apple Inc. project and determined that the request is meritorious and will be beneficial to the residents of the community by furthering the responsible development of renewable energy resources.

18-0558

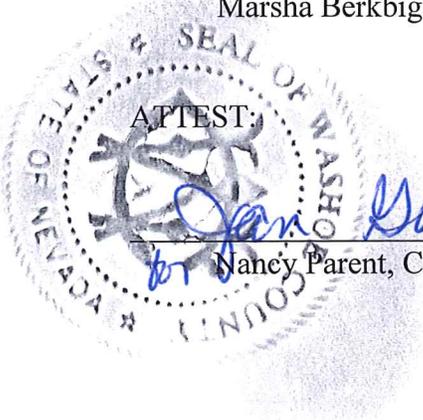
NOW THEREFORE BE IT RESOLVED,

That this Board of County Commissioners does hereby sponsor the amendment of the Utility Corridors South map, a part of the 2012 Truckee Meadows Regional Plan, as provided in Case Number WSUP18-0010.

ADOPTED on July 24, 2018, to be effective only as stated above.

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

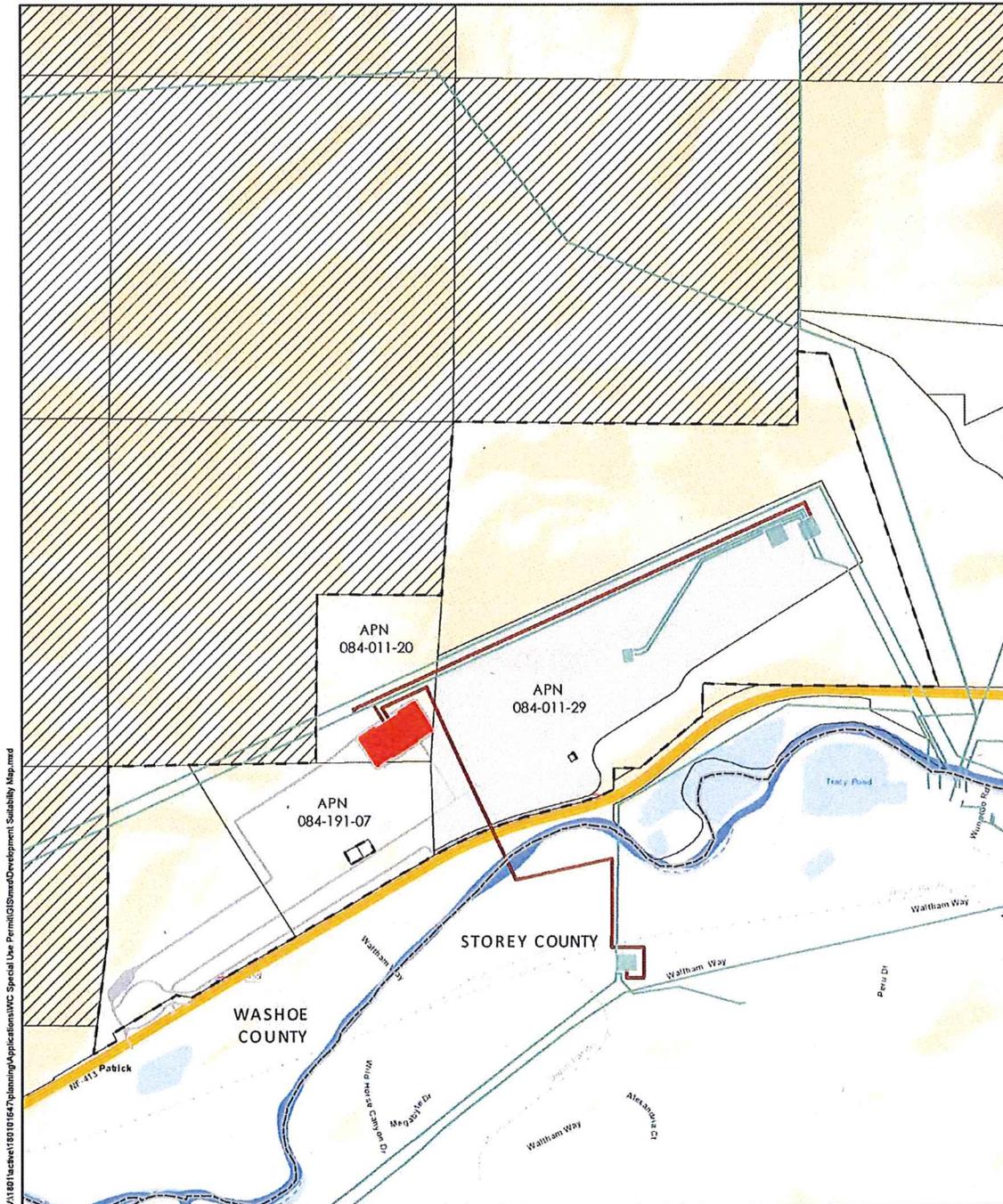
By: Marsha Berkgigler
Marsha Berkgigler, Chair



ATTEST:

Nancy Parent Chief Deputy
Nancy Parent, County Clerk

EXHIBIT A
FOR BCC RESOLUTION
PROPOSED ELECTRICAL UTILITY CORRIDORS SOUTH MAP



V:\1801\secter\180101647\planning\applications\WC Special Use Permit\GIS\Development_Sustainability_Map.mxd

Project Sunol Substation and Transmission Application for Special Use Permit

Figure 3

Date: May 15, 2018
 Projection: State Plane Nevada West Zone, NAD 83 US Survey Foot
 Source: Washoe County Department of Community Development; August 2017 digital data release; Stantec Consulting Services Inc.
 Scale: 1 inch = 2,000 feet

- Legend**
- Property Boundary
 - Washoe-Storey County
 - Vacant
 - Industrial
 - USA

Regional Transmission and Land Use

- Existing/Approved Substations
- Proposed Substation
- Regional Utility Corridors
- Proposed Transmission



Stantec

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHOE COUNTY AND SUN VALLEY
GENERAL IMPROVEMENT DISTRICT REGARDING
TRANSFER OF OWNERSHIP OF CERTAIN COUNTY PARKS

WHEREAS, Washoe County ("County") and the Sun Valley General Improvement District ("Sun Valley") entered into an agreement in 2010 for the transfer of various county-owned parks and related park facilities to Sun Valley ownership; and

WHEREAS, included among said transfer of parks was APN 085-211-03, otherwise known as the Sun Valley Community Park; and

WHEREAS, not referenced in said agreement was the flood control facility, referred to as the Sidehill Detention Facility, located within said park property; and

WHEREAS, Sun Valley has no power under NRS Chapter 318 to fund and operate flood control and storm drainage facilities; and

WHEREAS, County does have and has historically exercised said power pursuant to NRS 244.146; and

WHEREAS, the parties desire to amend said 2010 agreement to provide for the operation and control of said Facility by County with general ground maintenance provided by Sun Valley.

NOW, THEREFORE, IT IS AGREED to amend the 2010 agreement between County and Sun Valley by the addition of a new section III.A. clarifying the roles of County and Sun Valley with regard to the Sidehill Detention Facility as follows:

III. A.
TRANSFER EXCEPTION

1. County shall retain jurisdiction and responsibility for the flood control facility, otherwise referred to as the Sidehill Detention Facility (hereafter "Facility"), within the Sun Valley Community Park. More specifically, County shall be responsible for regulatory compliance of said facility, including but not limited to, the implementation of any required or updated Emergency Action Plan (EAP). County shall also retain jurisdiction over the control gate (including its operation during flood events) and the concrete-lined channel (including all inlets).

18-0559

INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHOE COUNTY AND SUN VALLEY
GENERAL IMPROVEMENT DISTRICT REGARDING
TRANSFER OF OWNERSHIP OF CERTAIN COUNTY PARKS

THIS AGREEMENT, is made and entered into the day and year below written, by and between Washoe County, a political subdivision chartered under the laws of the State of Nevada, and Sun Valley General Improvement District, a political subdivision of the State of Nevada, organized pursuant to the provisions of Chapter 318 of Nevada Revised Statutes.

W I T N E S S E T H:

WHEREAS, Washoe County ("County") and Sun Valley General Improvement District ("Sun Valley"), as political subdivisions of the State of Nevada (collectively "Parties"), are authorized pursuant to NRS 277.045 and 277.053 to enter into contracts between themselves upon the terms and for the purposes hereinafter stated, and the respective Parties hereby acknowledge that by this agreement the public interest, economy and general welfare will be better served thereby; and

WHEREAS, due to recent unhealthy economic times, County has been constrained in its budget requirements to continue the same high service levels in the management and maintenance of certain County public parks and improvements thereon within the County, including certain County public parks and improvements located within the boundaries of Sun Valley, Washoe County, Nevada; and

WHEREAS, Sun Valley and its citizens have expressed a desire to obtain ownership of said County parks within Sun Valley, and is willing to assess its customers directly for all or a portion of the budget amounts necessary for the maintenance and upkeep of the said parks, and

has for that purpose recently acquired the recreational power as a general improvement district from the County, to own and operate such parks on behalf of its customers and citizens of Washoe County;

NOW, THEREFORE, in consideration of the premises, the mutual promises, agreements and covenants of the Parties contained herein, it is agreed by and between the County and Sun Valley as follows:

ARTICLE I
THE PARKS

1. The County parks the subject of this agreement (hereafter "the parks") as shown in "Exhibit A" attached hereto and incorporated by reference are located and described as follows:

a. the Sun Valley Community Park (APN 085-211-03) consisting of 26.09 acres at 115 W. 6th Avenue, including but not limited to all improvements thereon such as the Neighborhood Center building, outdoor swimming pool and adjacent building (containing dressing rooms, office, first aid, and lobby space), skateboard park, in-line hockey rink, outdoor basketball courts, playground, outdoor volleyball court, Mary E. Hansen Center building, BMX track, baseball field, soccer field, walking/jogging track, two group picnic pavilions, and parking areas as shown in "Exhibit I-A" attached hereto and incorporated within;

b. Gepford Park (APN 085-153-02) consisting of 8.35 acres, at 5350 Leon Drive, and all improvements thereon as shown in "Exhibit I-B" attached hereto and incorporated within;

c. Highland Ranch Park (APNs 083-730-11 and 083-011-16) totaling 29.21 acres, at 1200 Highland Ranch Parkway, and all improvements thereon as shown in "Exhibit I-C" attached hereto and incorporated within;

d. Sun Mesa Park on Sun Mesa Dr. (APN 504-471-15) consisting of 2.89 acres) at 570 Sun Mesa Drive and all improvements thereon as shown in "Exhibit I-D" attached hereto and incorporated within.

2. This Agreement excludes the Sun Valley Regional Park (APN 508-020-55) located at 5905 Sidehill Drive, and all other County owned open space properties located within Park District 2D, Sun Valley Nevada, which shall remain under the County's ownership and control.

ARTICLE II TRANSFER OF THE PARKS

1. The County shall, at such time as valid legal descriptions of the lands encompassing the parks are available, and in no event later than 60 days from the date of full approval hereof, transfer ownership of the Sun Valley Community Park from the County to Sun Valley. In light of the timing of the approval of this Agreement, Sun Valley will have collected sufficient funds from its customers only to fund the operation and maintenance of the Sun Valley Community Park and its amenities commencing with the spring/summer season in 2010 and thereafter. The transfer of the balance of the parks listed herein to Sun Valley shall not occur before December 1, 2010, but shall be accomplished no later than April 1, 2011.

2. There shall be no monetary consideration charged to Sun Valley for such transfers, other than the covenants and agreements herein to be performed by Sun Valley as to such parks.

3. A Deed restriction will be inserted in the said Deeds to ensure that the use of said property transferred shall continue in its current use as public parks, in perpetuity, unless the consent of the County to any other such use or transfer is first had and obtained. In addition, should Sun Valley cease to exist, the parks shall revert back to County ownership.

4. Such transfers shall be accomplished by use of a Deed prepared by counsel for Sun Valley and approved by counsel for the County, the Grantor being such entity as a title search through First American Title Company (or other title company approved by the Parties) shows as the current holder of valid legal title to the lands encompassing each park, to the Grantee as "Sun Valley General Improvement District, a political subdivision of the State of Nevada." The parties shall divide equally any title fees charged in pursuit of the appropriate descriptions for said deeds, except that the initial preliminary title report for the Sun Valley Community Park has been earlier paid for by Sun Valley.

5. A separate Deed shall be utilized for each park.

6. An appropriate Bill of Sale, if deemed necessary by Sun Valley, shall be utilized to transfer any personal property conveyed with the said parks.

ARTICLE III TRANSFER OF EXISTING PARK OBLIGATIONS

1. Sun Valley shall take ownership of such parks subject to any and all legal agreements that the County now has with other entities for the use of such parks, except as noted below. The obligations and agreements now existing between the County and other entities are as follows:

a. a Lease Agreement dated August 26, 2008 with the Community Services Agency, a Nevada non-profit corporation, covering premises at the Sun Valley Neighborhood Center.

b. a Lease Agreement dated June 10, 2008 with the Boys and Girls Club of the Truckee Meadows, a Nevada non-profit corporation, covering premises at the Mary E. Hansen Center.

c. an Interlocal Agreement dated on or about June 10, 2008 with the Washoe County

School District, acting for the Sun Valley Family Resource Center, a Nevada Local Education Agency, covering premises at the Sun Valley Neighborhood Center.

d. a Memorandum of Understanding ("MOU") between Washoe County Senior Services and Washoe County Regional Parks and Open Spaces dated August 4, 2009, currently is in effect. This MOU covers management of the Sun Valley Neighborhood Center and describes activities in such Center including the Washoe County Sheriff's substation. Since Sun Valley desires to undertake full management of the Sun Valley Neighborhood Center, this MOU will terminate upon the effective date of this Agreement. Sun Valley does not intend to change the current arrangements as to the Sheriff's substation, and will cooperate fully with the Washoe County Senior Services in continuation of its services to the senior citizens wherever possible and consistent with Sun Valley's management goals for the Neighborhood Center.

e. a Lease Agreement dated April 13, 2009 between Washoe County and Bighorn BMX Incorporated for operation of the BMX track located in the Sun Valley Community Park.

2. Copies of such Agreements have been supplied by the County to Sun Valley. Such Agreements are incorporated herein by reference.

3. County shall execute appropriate assignments of such Agreements to Sun Valley, and Sun Valley shall thereby agree to take up and comply with all obligations of the County therein, and hold the County harmless therefrom.

ARTICLE IV OTHER PROVISIONS

1. Current and Future Grant Funding: The County and Sun Valley were co-sponsors of a successful Community Development Block Grant for monies to be used for rehabilitation to the swimming pool located at Sun Valley Community Park described above. Some of such grant

funds have been expended in pursuit of such improvements to date, and yet additional expenditures of such grant monies are still forthcoming. See "Exhibit IV-A" attached hereto and incorporated within. The parties agree that they shall continue to use such grant funds, on the existing schedule of improvement, exclusively for the purposes intended in improving the pool and its related facilities until all such monies have been expended. Further, in the event grants are available in the future for improvements of any of the parks herein or the improvements thereon, and the assistance of the County would improve the ability to obtain such grants, the County agrees to continue such cooperation in obtaining such grants.

2. Future County Funding: The Parties hereto recognize that some of the parks and their amenities here transferred are County-wide resources, often used by a variety of Washoe County residents, and not solely by residents of Sun Valley. Sun Valley does not intend to restrict use of such facilities only to Sun Valley GID ratepayers. At such time as County becomes more financially stable, Sun Valley may consider requesting funds from the County to assist with management and improvements of the parks as appropriate, through a separate agreement, with final approval required by the Board of County Commissioners.

3. Residential Construction Tax Funds: The Residential Construction Tax (RCT) is a fee collected by County to be utilized for neighborhood parks in the area from which the tax is collected. The tax is only collected for new construction, at the rate of 1% of the valuation of each building permit issued by County, or \$1,000 per residential dwelling unit, whichever amount is less. Existing law restricts the use of the proceeds of the tax to the acquisition, improvement and expansion of neighborhood parks, or the installation of facilities in existing neighborhood parks as required to serve the residents residing in the new construction. Under

existing law, the proceeds of the tax cannot be used for maintenance or reconstruction of existing facilities.

Subject to the above restrictions, Sun Valley reserves the right to apply for access to these tax funds collected for new construction in Sun Valley, to use for specific projects for the parks in Sun Valley, Park District 2D, consistent with the criteria established in NRS 278.4983. If use for specific Sun Valley projects consistent with approved Park Master Plans (as described in Article IV, Subsection 4 below) is approved by County, County will manage the distribution and use of such funds, through a separate design and construction agreement, and will maintain approval and oversight of any such project utilizing these funds.

4. PARK IMPROVEMENTS & PARK MASTER PLANS: Park improvements shall comply with approved Park Master Plans, attached hereto and incorporated within as "Exhibits IV-B, IV-C, IV-D, and IV-E." Proposed revisions to any Park Master Plans shall involve a public review process with input and recommendations from Sun Valley residents, Sun Valley Citizen Advisory Board, Washoe County Regional Open Space and Park Commission, with final approval by the Board of County Commissioners. Park Improvements shall conform to the latest "Standard specifications for public works construction, Washoe County, Nevada" (Orange Book) and Washoe County "Standard specifications for parks and open space construction" (Green Book). Park equipment should be placed based upon standards set by the U.S. Consumer Product Safety Commission. A Certified Playground Safety Specialist shall supervise installation of all playground equipment included in the Park Improvements.

ARTICLE V MISCELLANEOUS PROVISIONS

1. Notices: All notices or other communications required or permitted hereunder shall be

in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of posting by the United States Post Office; or (iii) if given by electronic facsimile, when received by the other party.

2. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and supercedes any and all prior agreements, arrangements or understandings regarding the same subject matter as this Agreement, which are null and void.

3. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada and venue for any such action shall be in Washoe County, Nevada.

4. Written Amendments: This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

5. Future Cooperation: Each party shall, at the request of another, at any time execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

6. Headings: Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this agreement.

WASHOE COUNTY

[Handwritten Signature]

Chairperson, Board of
County Commissioners

Dated: 3.23.10

Attest:

[Handwritten Signature]

County Clerk



SUN VALLEY GENERAL
IMPROVEMENT DISTRICT

[Handwritten Signature]

Chairperson, Board of Trustees

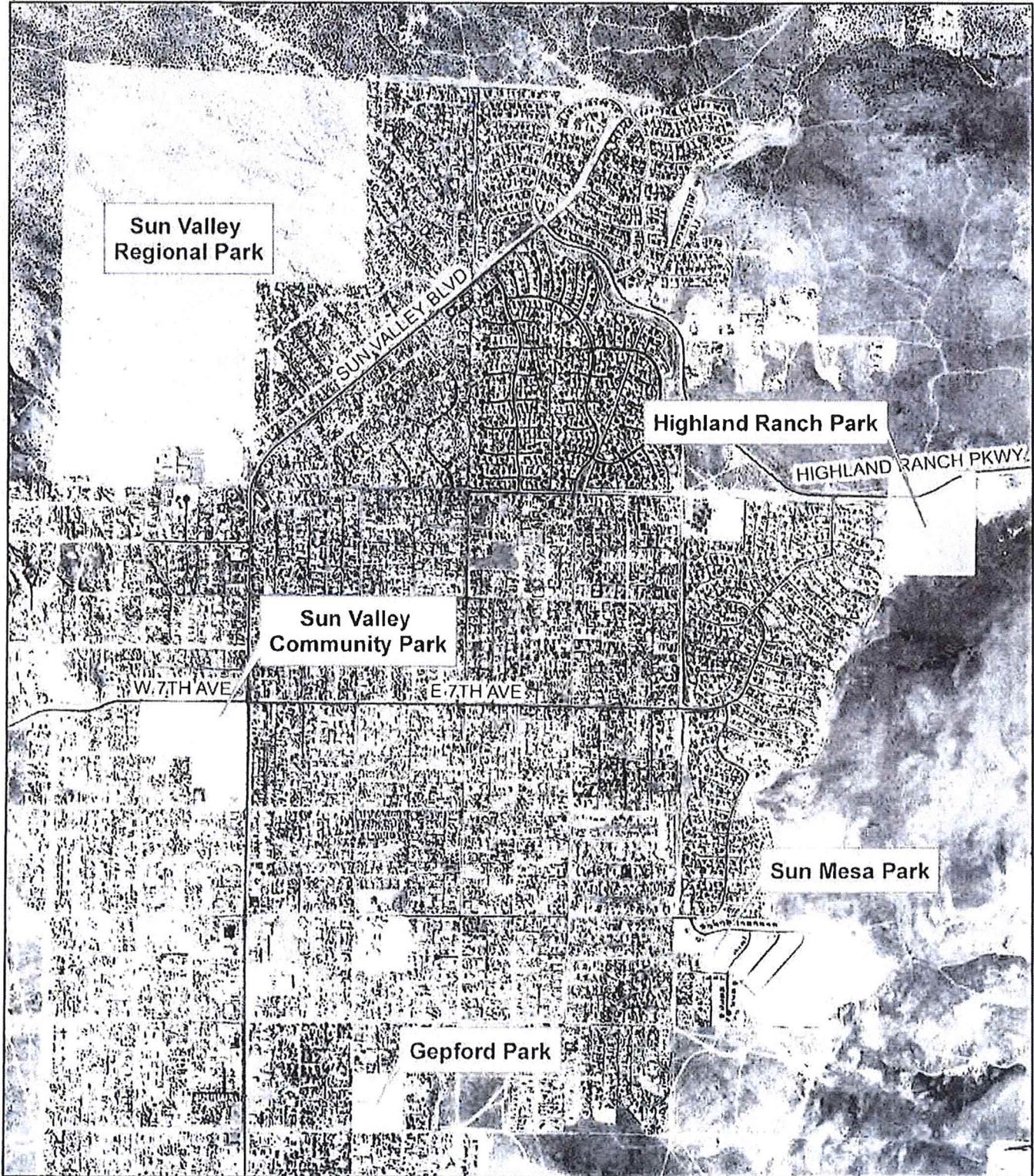
Dated: 3/10/2010

Attest:

[Handwritten Signature]

Secretary, Board of Trustees

10-234

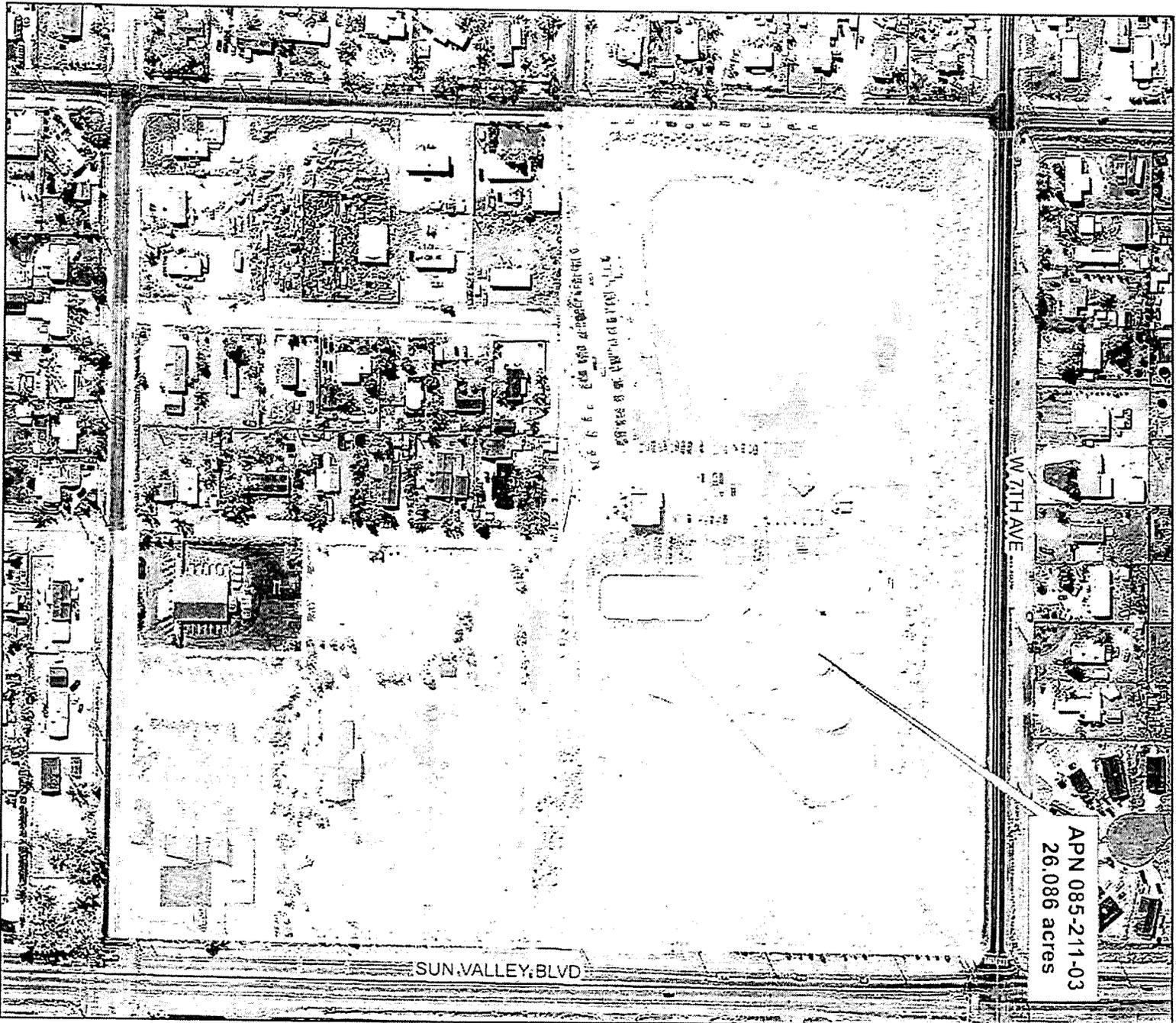


**Washoe County Parks - Sun Valley
Park District 2D**

SVGID proposed ownership

EXHIBIT A



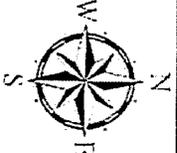


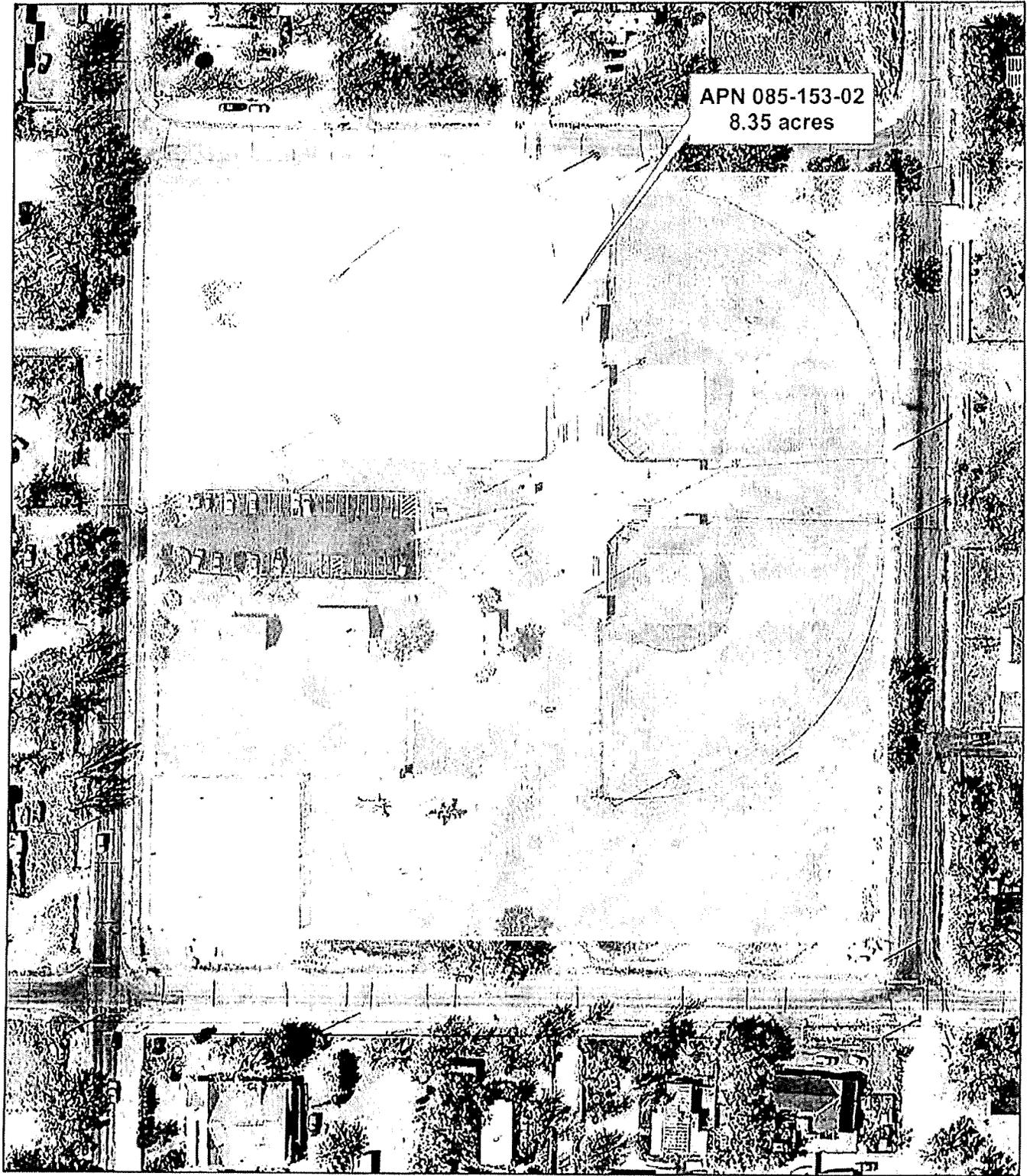
APN 085-211-03
26.086 acres

SUN VALLEY COMMUNITY PARK

SVGID proposed ownership

EXHIBIT I-A

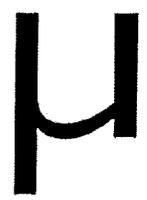




APN 085-153-02
8.35 acres

SVGID proposed ownership

**GEPFORD PARK
EXHIBIT I-B**



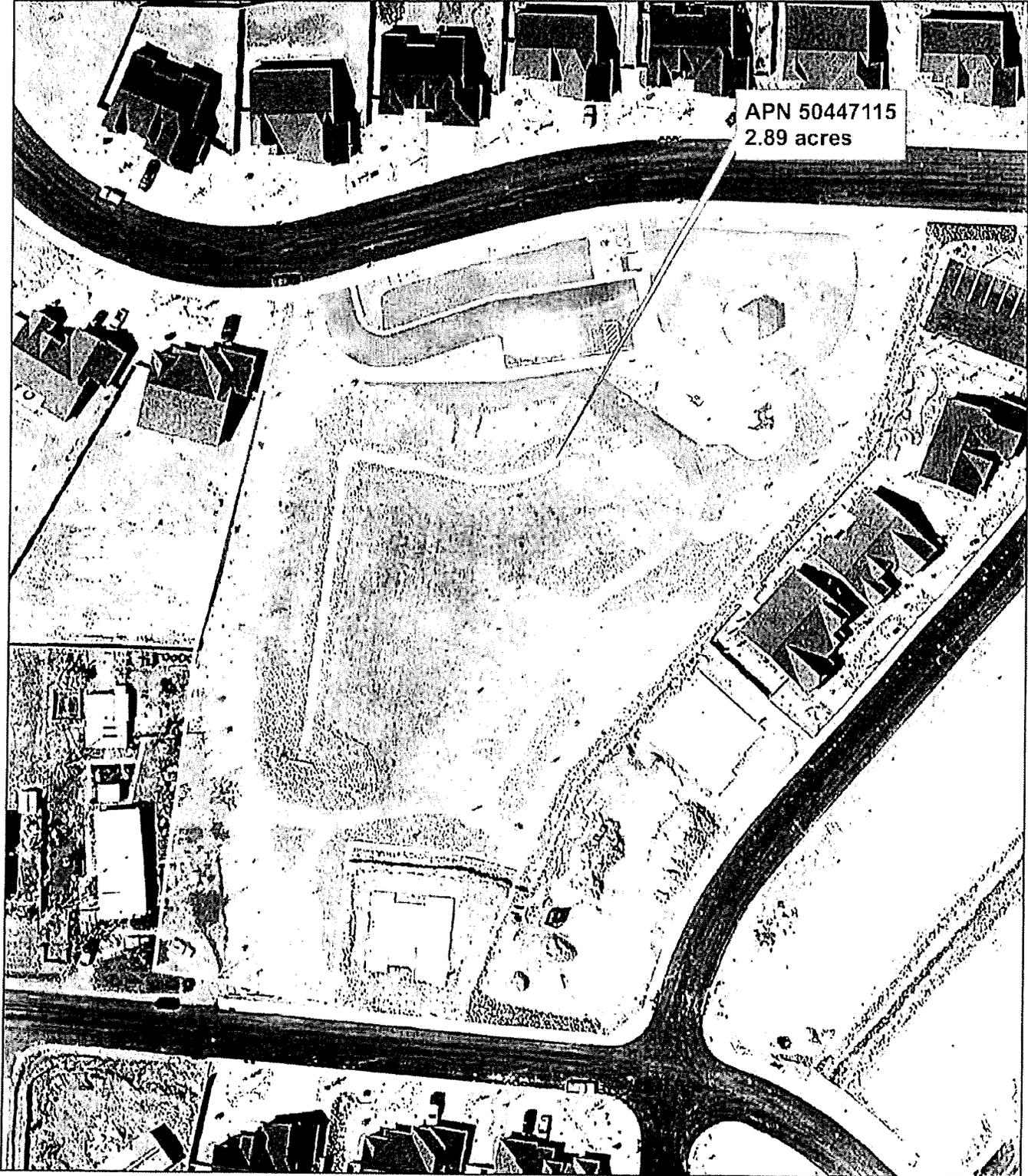


HIGHLAND RANCH PARK

SVGID proposed ownership

EXHIBIT I-C





SUN MESA PARK

SVGID proposed ownership

EXHIBIT I-D



STATE OF NEVADA, COMMISSION ON ECONOMIC DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT
 108 EAST PROCTOR STREET, CARSON CITY, NEVADA 89701-4240

NOTICE OF GRANT AWARD
 Sign and return one copy to CED

Grant Number: <u>CDBG/09/PF/035</u> Grantee Number: Funding Source: ___ State <u>X</u> Federal CFDA #14.228	Type of Action: <u>X</u> Initial ___ Revision Number ___ Other
Project Name: Sun Valley Swimming Pool Rehabilitation Project	Project Address: Washoe County
Grantee Name and Address: Washoe County PO Box 11130 Reno, NV 89520 Project Manager and Telephone: Gabrielle Enfield (775) 328-2009 Fiscal Manager and Telephone: Gabrielle Enfield (775) 328-2009	Current Grant Amount \$ <u>-0-</u> Amount this Action: \$ <u>223,739.94</u> Funds by Year Year <u>2009</u> \$ <u>223,739.94</u> Year _____ \$ _____ Year _____ \$ _____ Total Grant Award: \$ <u>223,739.94</u> Grant Period: <u>July 1, 2009</u> through <u>December 31, 2010</u> Extension # _____ Extension # _____ Extension # _____

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:
 1. This award is subject to the availability of appropriate funds.
 2. Recipient of these funds agrees to the Financial Assurances and Program Assurances per the Annual Participation Statement.

TYPED NAME OF CED OFFICER :	<u>Des Craig, CDBG Director</u> (775) 687-1812
SIGNATURE: <u>[Signature]</u>	DATE: <u>7.14.09</u>
TYPED NAME OF CED DIRECTOR:	<u>Mike Skaggs, CED Executive Director</u>
SIGNATURE: <u>[Signature]</u>	DATE: <u>7/14/09</u>
TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL:	<u>David Humke, Chair</u>
SIGNATURE: _____	DATE: _____

ORIGINAL



Office of the Governor

JIM GIBBONS
GOVERNOR

July 8, 2009

Mr. David Humke
Chair
Washoe County Board of Commissioners
PO Box 11130
Reno, NV 89520

Dear Commissioner Humke,

I am pleased to award \$223,739.94 from the Nevada Community Development Block Grant (CDBG) Program to Washoe County. CDBG funding will assist with the renovation of the Sun Valley swimming pool.

Recently, rural communities submitted nineteen applications requesting \$3,111,349.00 in funding from the state-wide rural CDBG program. With only \$1,270,969.94 in this round available, fifteen of the projects were recommended for funding.

Since 1982, CDBG funds have proven beneficial to communities throughout the state. Nevada's rural counties and small cities have been able to improve their quality of life by upgrading infrastructure, constructing facilities, and promoting economic development. Your project continues the worthwhile utilization of CDBG funds.

A staff member from the CDBG program will contact you soon to provide information on proceeding with this grant.

I wish you success with this project, which I know will benefit the people of Washoe County.

Sincerely,

A handwritten signature in black ink that reads "Jim Gibbons". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

JIM GIBBONS
Governor

101 N. CARSON STREET • CARSON CITY, NEVADA 89701 • TELEPHONE: (775) 684-5670 • FAX: (775) 684-5683
555 E. WASHINGTON AVENUE, SUITE 5100 • LAS VEGAS, NEVADA 89101 • TELEPHONE: (702) 486-2500 • FAX: (702) 486-2505



July 15, 2009

Jim Gibbons
Governor

Brian K. Krollicki
Lieutenant Governor
Chair

Michael E. Skaggs
Executive Director

- Business Development
- Global Trade & Investment
- Office of Diplomatic Relations & Protocol
- Procurement Outreach
- Community Development Block Grants
- Nevada Film Office
- Made in Nevada
- Rural Economic Development

108 East Proctor Street
Carson City, Nevada
89701-4240
775.687.4325
775.687.4450 (Fax)

555 East Washington Avenue
Suite 5400
Las Vegas, Nevada
89101-1083
702.486.2700
702.486.2701 (Fax)

expand2Nevada.com
800.336.1600

Mr. David Humke, Chair
Washoe County Board of Commissioners
PO Box 11130
Reno, NV 89520

Dear Commissioner Humke:

We are pleased to award a \$223,739.94 public facilities grant from the State of Nevada Community Development Block Grant Program to rehabilitate the Sun Valley pool.

Enclosed are the Notice of Grant Award and a letter from the Governor of the State of Nevada regarding this grant.

Please sign the original and conformation copy of the Notice of Grant Award and prepare a Certification Letter on county stationery (see sample attached). Send the originals to CDBG and retain copies in your grant file. (The Certification Letter serves to identify who is authorized to sign the CDBG account. Please note, if any of the signatories on the CDBG account change during project implementation, the Certification Letter should be updated and forwarded to us to avoid delays in processing your draw requests.)

The environmental review requirements need to be met for this project and the prescribed documentation must be received and approved by CDBG staff prior to issuance of the Notice to Proceed.

Please ensure that your grant administrator is familiar with the contents of the Program and Financial Assurances contained in your Annual Participation Statement. This document provides lists of many of the important, but often overlooked, requirements of the grant.

Further, please note the following additional grant conditions:

1. Grant funds cannot be spent or otherwise obligated by the grantee until the Director for Rural Community Development issues a Notice to Proceed.

Any expenses incurred prior to the issuance of the Notice to Proceed are ineligible for payment from grant funds, unless approved in advance by the Director of Rural Community Development.



2. The first draw down of funds must be made within nine months from the date of the grant award. Spending grant monies expeditiously is of significance to HUD and ensures the project is underway in a timely manner. As a general rule, the funds are only available within the specified grant period unless an extension is requested and received.

3. Please ensure the requirements for Non Discrimination/Equal Opportunity are met.

4. The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed and submitted to CDBG on completion of the project.

We look forward to working closely with you towards the successful and timely completion of your project. The Rural Community Development staff are available for assistance should any problems arise. Feel free to contact them at (775) 687-4325/1812.

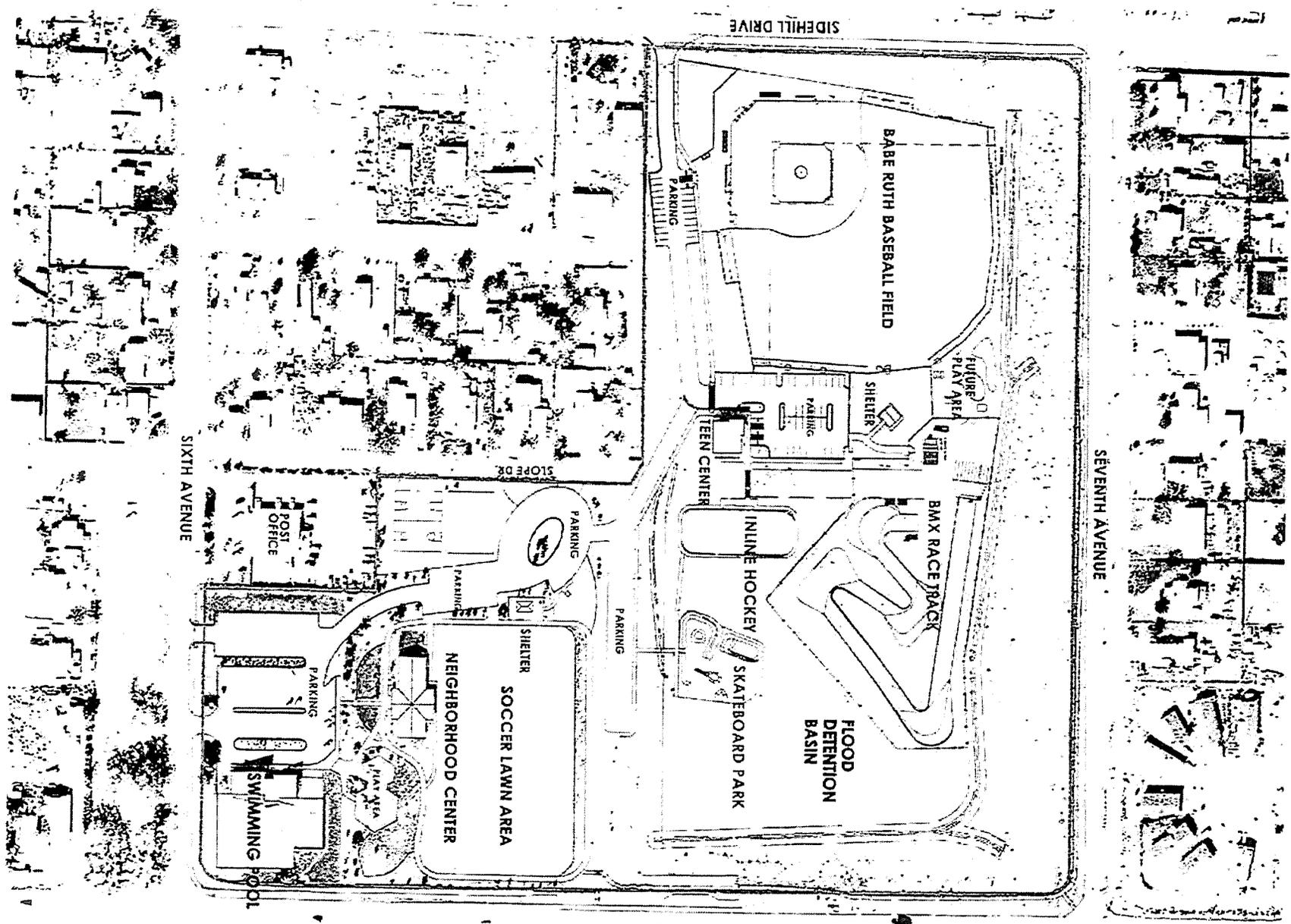
Sincerely,



Mike E. Skaggs
Executive Director

cc: Gabrielle Enfield, Grant Administrator, Washoe County
CED Business Office

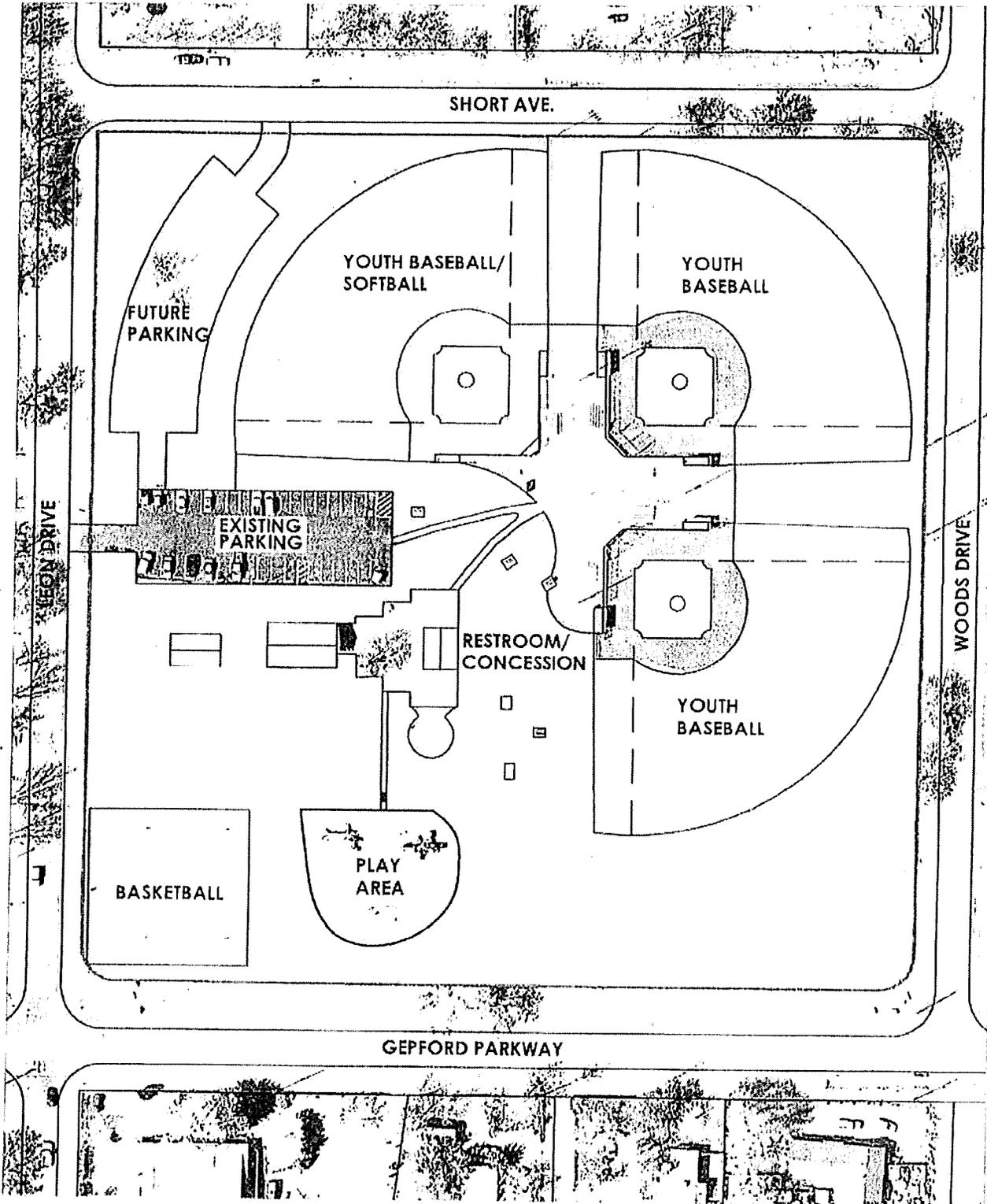
Encl: Grant Award Documents
Sample Certification Letter



SUN VALLEY COMMUNITY PARK
 MASTER PLAN

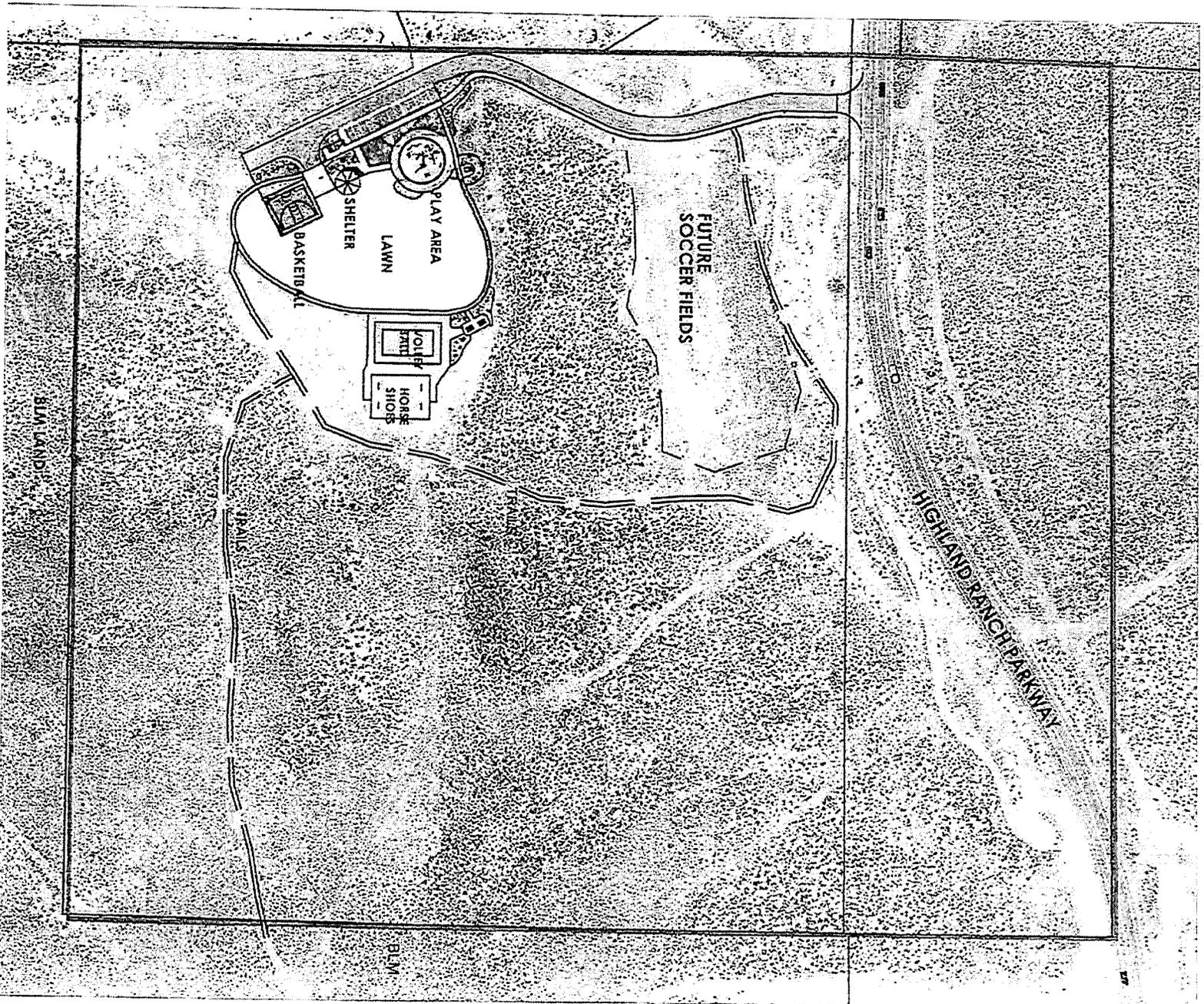
EXHIBIT IV-B





**GEPFORD PARK
MASTER PLAN**
Exhibit IV-C

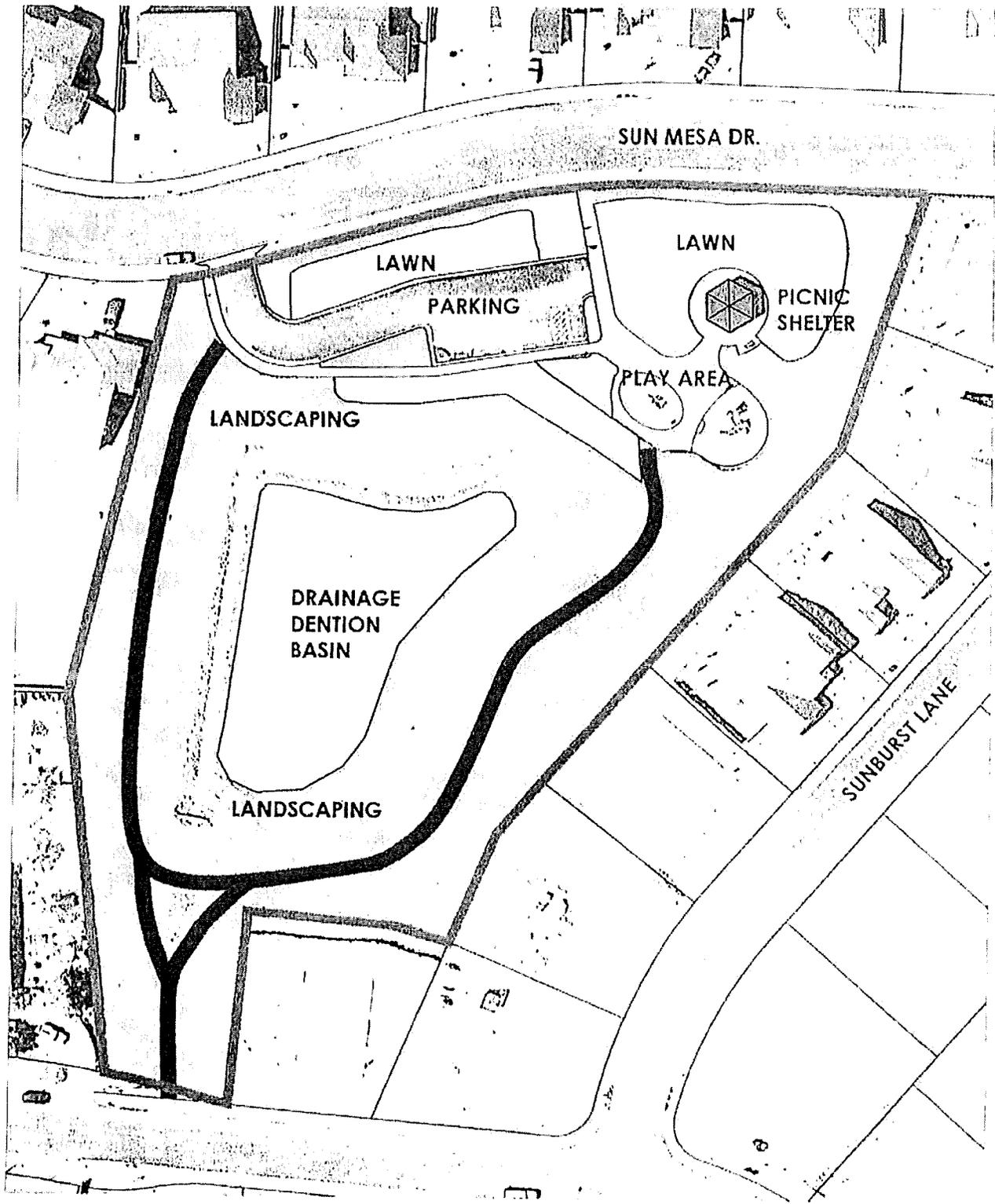




**HIGHLAND RANCH PARK
MASTER PLAN**

Exhibit IV-D

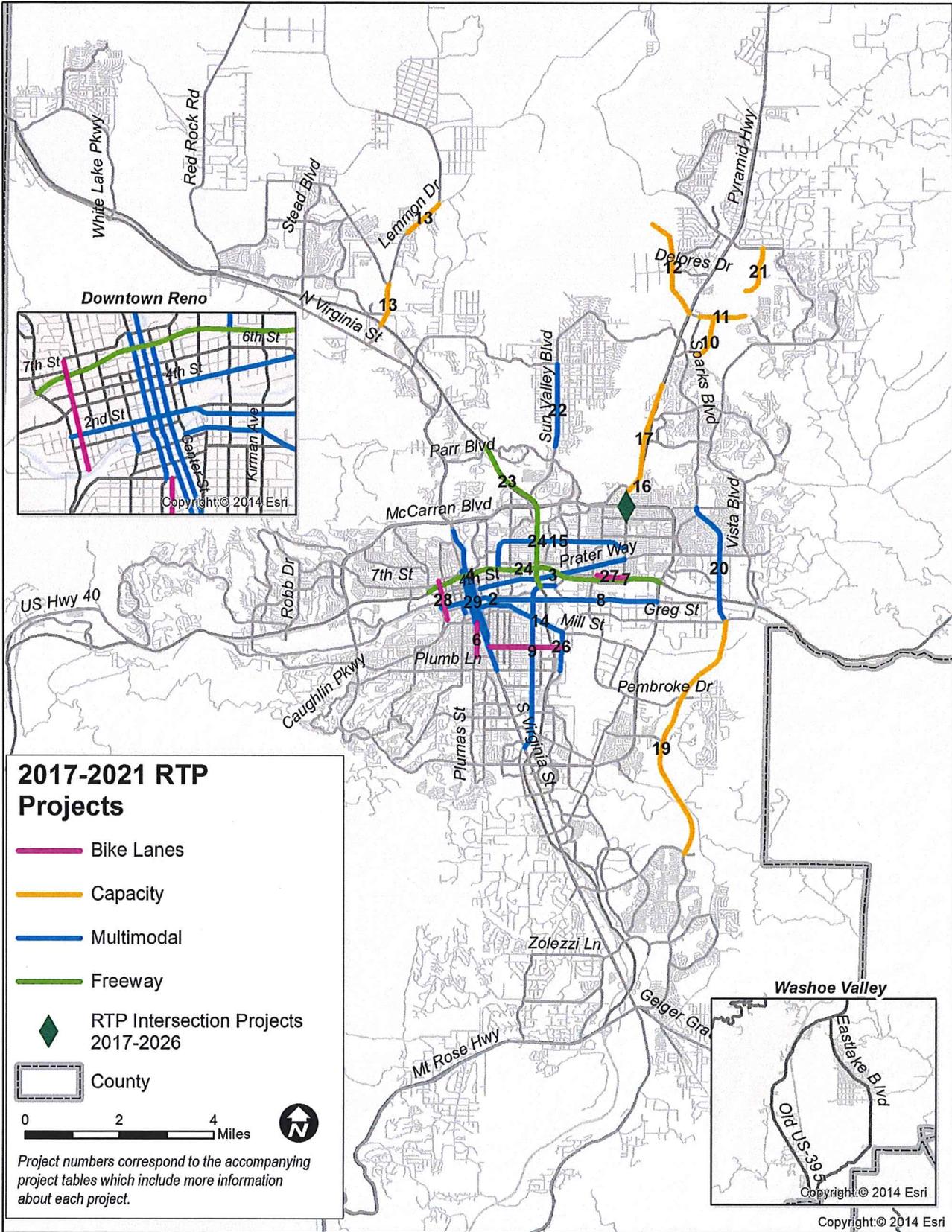




SUN MESA PARK
MASTER PLAN
Exhibit IV-E



RTP Projects (2017 - 2021)



2017-2021 RTP Projects

- Bike Lanes
- Capacity
- Multimodal
- Freeway
- ◆ RTP Intersection Projects 2017-2026
- County

0 2 4 Miles

Project numbers correspond to the accompanying project tables which include more information about each project.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION** on behalf of the **UNIVERSITY OF NEVADA, RENO POLICE SERVICES** hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

18-05608

A. For fiscal year 2018/2019 USER shall pay to WASHOE a fee of **\$19,964**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

BY: Cheryl Allen
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: Marshe Bertby
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: Jan Pullar
WASHOE COUNTY CLERK - *Chief Deputy*



DATE: 6/5/18

BY: J. Moran
USER

Exhibit A

FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

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

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

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

Incomplete Case Submissions:

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$6,771**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

18-05408

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/9/18

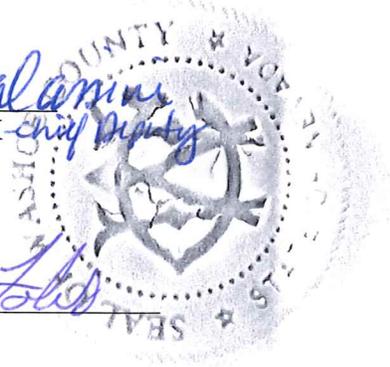
BY: Chuck Allen
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: Marilyn Burkholz
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: Jan Galamin
WASHOE COUNTY CLERK *chief deputy*



DATE: 5/30/18

BY: Leannis Fols
USER

EXHIBIT B FY 18/19

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

Controlled Substances

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

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

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

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

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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

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

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

- \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$108,329**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

18-0568

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

BY: Chad Allen
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: Maura Berkley
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: Jan Dalton
WASHOE COUNTY CLERK *Chief Deputy*



DATE: 6/8/18

BY: [Signature]
USER

EXHIBIT B

FY 18/19

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

Controlled Substances

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

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

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

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

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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

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

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

- \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

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

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

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$32,160**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

18-0568

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/9/18

BY: Chad Albe
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: Marilyn Berkley
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: Jan D'Amico
WASHOE COUNTY CLERK - Chief Deputy



DATE: 5/30/18

BY: Lowell
USER

EXHIBIT B FY 18/19

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

Controlled Substances

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

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

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

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

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

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

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

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

DNA Analysis

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

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

Crime Scene Investigation (24/7 Response)

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

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

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

- \$25.00 per CD

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

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

Incomplete Case Submissions:

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$126,731**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

18-0568

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

DATE: 5/4/18

BY: *Chris Allen*
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: *Marla Bertrig*
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: *Jan Galarsina*
WASHOE COUNTY CLERK



DATE: 6/7/18

BY: *B. J. [Signature]*
USER

Exhibit A
FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

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

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

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

Incomplete Case Submissions:

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

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$29,513**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A**, attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

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

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

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. 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, 2018 and terminate as of June 30, 2019.

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

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

DATE: 5/4/18

BY: Chuck Allen
WASHOE COUNTY SHERIFF

DATE: 7-24-18

BY: Masha Barkhoff
CHAIR
WASHOE COUNTY COMMISSION

DATE: 7-24-18

ATTEST: Jan Williams
WASHOE COUNTY CLERK *Chief Deputy*



DATE: 6/5/18

BY: [Signature]
USER

Exhibit A FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

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

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

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

Crime Scene Investigation (24/7 Response)

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

Latent Print Processing

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

Latent Print Comparison

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

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

Incomplete Case Submissions:

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

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