

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

2:00 P.M.

MARCH 11, 2008

PRESENT:

Bob Larkin, Chairman
Bonnie Weber, Vice Chairperson
Jim Galloway, Commissioner
David Humke, Commissioner
Kitty Jung, Commissioner

Amy Harvey, County Clerk
Katy Singlaub, County Manager
Nathan Edwards, Legal Counsel (first part of meeting)
Paul Lipparelli, Legal Counsel (after 7:18 p.m.)*

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

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

08-196 AGENDA ITEM 3 – SOCIAL SERVICES DEPARTMENT

Agenda Subject: “Resolution of Appreciation--Reno Rodeo Foundation and Reno Rodeo Association.”

Mike Capello, Director of Social Services, talked about some of the work done by the Reno Rodeo Foundation and Reno Rodeo Association. He said the groups raised more than \$2.3 million for construction of a recreational facility on the campus where the Kids Kottage, the McGee Center and the Children’s Cabinet were housed. It was expected that the recreational building would be ready for occupancy by the end of June 2008. Mr. Capello said the groups also held their second annual denim drive, and collected over \$30,000 worth of clothing for the children in foster care.

On behalf of the Board, Commissioner Humke read the Resolution of Appreciation, and presented it to John Solari, Mark Elston, Steven Brown and Bill Bertelson of the Reno Rodeo Association and Reno Rodeo Foundation. The recipients thanked the Board and posed for a photograph with the Commissioners.

In response to the call for public comment, Sam Dehne said he appreciated all of the good work done by the Reno Rodeo.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Agenda Item 3 was approved and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

08-197 AGENDA ITEM 4 – PUBLIC COMMENT

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

Stuart Mackie alleged the Western Regional Water Commission was operating under a document that was void and illegal.

Doug Smith estimated there were \$5 billion in unfunded liabilities that would fall on taxpayers for the infrastructure necessary to implement the Truckee Meadows Regional Plan. He suggested the Regional Plan be amended to a build-out population of 600,000 based on sustainable water resources.

Patricia Brown questioned whether citizens would have to wait until nothing came out of their faucets before development could be stopped.

Bob Fulkerson spoke in favor of the proposed ballot questions under Agenda Item 17. He indicated he supported a Regional Plan that would not exceed the water supply. With respect to the annexation question, he said he was a proponent for balanced growth, and the people preferred a compact urban form and efficiency of services. He stated that neither of the questions under Agenda Item 17 would change State law, but would give the people a chance to speak.

Tom Noblett talked about Agenda Item 8 and the V&T Railroad. He said a right-of-way was required before the Railroad could be built, and hoped the Board could come up with more funds to support the project.

David Howard read a statement from Doug Kurkul on behalf of the Reno-Sparks Chamber of Commerce concerning Agenda Item 17. The letter supported the Western Regional Water Commission as the best way to deal with the community’s water

needs. It stated the initiative or advisory question process negated the proper role of an elected county commission and was not the way to make effective public policy.

Pat McAlinden cited local polls that said over 80 percent of the citizens wanted to vote on water importation issues and over 90 percent did not think local government officials were doing a good job of managing growth. She asked the Board to support realistic planning, and to place the water and annexation questions under Agenda Item 17 on the ballot.

Guy Felton quoted several Nevada Revised Statutes and talked about laws concerning agenda requirements.

Sam Dehne said he would bet water importation would happen for the development at Winnemucca Ranch.

Erik Holland stated that growth should be directed closer to the urban core and the community had to live within its available resources. He asked the Board to open up the debate and put both questions on the ballot.

Pamela Galloway advocated placing questions on the ballot that would encourage public officials to create a realistic land use plan in balance with a sustainable water supply. She stated the ballot questions did not remove the decision making powers of public officials and did not seek to amend State law.

Gary Schmidt placed a document on file with the Clerk that contained 15 of his suggestions to correct County policies and procedures.

Ed Griffith identified himself as a 20-year resident of Golden Valley. He said the quality of life in the community had gone down over the years because of development. He gave examples of some communities with no-growth policies.

08-198 AGENDA ITEM 5 – ANNOUNCEMENTS

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

County Manager Katy Singlaub announced that Items 6E and 9 had been pulled from the agenda.

Chairman Larkin requested a review of dispatch procedures, along with consideration of contracted versus in-house services, to be provided within 45 days.

Commissioner Galloway requested that Agenda Item 17 be heard early in the agenda and that Agenda Item 16 be heard after Item 17. Commissioner Jung agreed.

Agenda Subject: “Discussion and direction to staff regarding citizen requests to place advisory questions on the 2008 general election ballot pertaining to 1) amendment of chapter 278 of the Nevada Revised Statutes to require that the adopted Truckee Meadows Regional Plan be based upon sustainable water resources within the county unless the residents of the county vote to approve a plan that is based on the acquisition of water from outside the county (requested by Commissioners Galloway, Humke and Jung), and 2) amendment of chapter 268 of the Nevada Revised Statutes to prohibit non-contiguous annexation by cities located in counties whose population is less than 400,000 and to require that not less than 15% of the aggregate external boundaries of the territory to be annexed be contiguous to the boundaries of the annexing city. Requested by Commissioner Galloway. (All Commission Districts)”

Chairman Larkin pointed out there were questions previously posed by Commissioner Humke that were not answered in the staff report, including the impact of the ballot questions on private property. Nate Edwards, Legal Counsel, indicated he did not have any further information available.

Commissioner Galloway referred to an email from Tina Nappe that suggested language for the water ballot question. He pointed out the staff report did not include wording for either of the questions, although it had been provided at the meeting where he requested the agenda item.

Chairman Larkin said he wanted to hear from the public but was not ready to vote because the information in the staff report was incomplete.

Commissioner Humke indicated he had asked staff to provide information on several related issues, but was specifically interested in the opinion of the District Attorney’s Office as to possible conflicts with State law. He said it was not realistic to expect staff to have answered all of his questions in the few weeks since his request.

In response to the call for public comment, County Clerk Amy Harvey informed the Board there was a sign-in list containing the names of 31 citizens who were in favor of the ballot questions but did not wish to speak. The list was provided for the Commissioners to review.

The following individuals spoke in favor of placing the questions on the ballot: Richard Shuster, June Thomas, Shawn O’Meara, John Hara, Erik Holland, Sandy McGill, Tina Nappe, Frank Schenk, Marilyn Melton, Gary Schmidt, Beth Honebein, Ed Griffith, Gary Feero, Jeff Carlton, Robbin Palmer, Cathylee James, Charlie Ragusa, Ramon Alaniz, John Knott, Pat Phillips and Bob Fulkerson.

George DelCarlo, Chris Barrett, Mike Dillon, Tom Clark, Sam Dehne, Dave Howard and Thomas Gallagher spoke in opposition to placing the questions on the ballot.

Dave Howard, Pamela Galloway, Catherine Sanders and Richard Shuster placed their written comments on file with the Clerk.

Stuart Mackie said people needed to look at the County's charter, which did not allow officials to go beyond the duties and responsibilities it authorized.

Peter Chase Neumann identified himself as a Reno attorney. He disagreed with the characterization in the staff report that the proposed ballot questions were anything other than advisory. He indicated the questions did not seek to amend or change State law and cited two Nevada Supreme Court decisions involving Douglas County. Mr. Neumann placed his letter of opinion and documents pertaining to the Supreme Court opinions on file with the Clerk.

In response to a question by Commissioner Galloway, Tina Nappe clarified the ballot questions were intended to be advisory. Commissioner Galloway wondered what would happen if the Board did not put the questions on the ballot. Ms. Nappe said the proponents would prefer to have the Commission's endorsement, but still had the option of obtaining signatures to get the questions on the ballot. She indicated she was in favor of putting both questions on the ballot.

Commissioner Jung questioned the use of an advisory ballot question rather than a signature petition or a bill draft request (BDR). Ms. Nappe said the proponents felt the water question was within the domain of the Board of County Commissioners and the Commission was their preferred venue for the issue.

Commissioner Jung noted that the Western Regional Water Commission (WRWC) had an oversight panel with the ability to enact legislation. She said she received equal numbers of phone calls for and against the water issue, and believed a ballot question would only result in public relations campaigns from both sides. She commented the proponents would lose more than just the advisory suggestion if their ballot question did not get enough votes. She stated the ballot question itself and the issue in general had not been vetted enough throughout the community and she thought it would be more appropriate for the group to go to the WRWC.

In terms of contiguous versus non-contiguous annexation, Commissioner Jung pointed out she represented Golden Valley, which was an unincorporated area. She said the Golden Valley lifestyle would be lost if the concentric approach to development was adopted, because development would move to the next concentric circle outside the McCarran ring. She questioned whether the annexation question had been sufficiently vetted.

Ms. Nappe observed formation of the WRWC had just been approved. She said proponents had always come to the Commission and still viewed it as having a primary role on water issues. Commissioner Jung stated the WRWC could help tremendously in writing a ballot question if there was to be one, or they could enable legislation if a legislator could be convinced to carry it through a BDR. She remarked that quality of life, not jobs, was the number one reason why young upwardly mobile professionals chose to move to a community. She emphasized it behooved developers and those who had worked tirelessly to protect their way of life to work together. With respect to annexation, Commissioner Jung said she believed the group should get input from the Cities of Reno and Sparks. Ms. Nappe indicated she would discuss the suggestions and ideas with the others who were involved. She appreciated the Board holding the hearing, and pointed out the proponents chose this approach because they worked with the Board in the past and had a very high regard for the Commissioners.

Chairman Larkin noted that Chris Barrett had previously come before the Board on behalf of Vidler Water, which was the only water importation project ever to be approved in Washoe County. He asked what effect the advisory question would have on the project. Mr. Barrett replied he was not an attorney and was not sure what effect it might have. He suspected that Vidler Water would view it as a taking of property if the water rights from Fish Springs Ranch were not allowed to come into the North Valleys water system. Chairman Larkin pointed out there were some significant angles related to water importation and sustainability in Washoe County. He stated the ballot question might have a chilling effect on the Vidler project and perhaps on other water importation projects that might be contemplated between private parties. Mr. Barrett agreed. Chairman Larkin stated there might be an impact on Spanish Springs, which was known to be an over-allocated basin and was desperately seeking water importation to reenergize its aquifer. He pointed out the allocation problem was based on things done years ago that the current Commission was still trying to address. Mr. Barrett commented the Vidler Water project was not approved overnight, but had taken many years of approval processes at the federal, State and local levels. Chairman Larkin observed it had involved six county commissions.

Commissioner Humke said he posed several questions during an earlier meeting and directed staff to find out what other policy-making boards felt about the water issue, to include: the two city councils, the citizen advisory boards for the County, the neighborhood advisory boards for the City of Reno, the one central advisory board for the City of Sparks, the planning commissions for all of the regional entities, and the Interim Western Regional Water Commission. He stated the water question was the issue originally brought before the Commission and the annexation question was added later.

Commissioner Humke invited Brett Scolari, an attorney with the law firm of Jones Vargas, to answer questions pertaining to annexation. Mr. Scolari confirmed that he represented developers for the proposed Spring Mountain development. Commissioner Humke noted there had been a bill related to non-contiguous annexation during the 2007 Legislature. Mr. Scolari explained the bill was the result of a settlement that directed the three entities to take the issue to the State Legislature, and the bill had not passed.

Commissioner Humke asked Mr. Scolari about his client's current policy regarding non-contiguous annexation. Mr. Scolari said Spring Mountain had been placed in the City of Reno's sphere of influence when the three entities settled the service area issue, but his client never advocated for any particular jurisdiction. He stated the City of Reno had master planned its sphere of influence areas pursuant to State law. Mr. Scolari emphasized there was no application made to annex Spring Mountain and he invited everyone in the audience to read his client's application, which set forth various options. He acknowledged annexation as one option, but stated his client had proposed either a general improvement district that would involve the County or an interlocal agreement between Washoe County and the City of Reno to work out the service issues. He commented that his client was very proud of the project and would meet with anyone to talk about it. Arlo Stockham, General Manager of Spring Mountain, explained the developers attended dozens of advisory board meetings and conducted on-site meetings with Tina Nappe, the Sierra Club and Scenic Nevada. He said they welcomed an open dialogue and were very proud of the project.

Commissioner Galloway asked Bob Fulkerson how he might respond to some of the issues raised by Commissioner Jung. Mr. Fulkerson stated his group also wanted to work with everybody. He indicated they came before the Board in 2004 with a growth initiative and were asked to work with all sectors of the community. He participated in the resulting Truckee Meadows Growth Task Force, which met for two years and produced recommendations that he thought were a stellar blueprint for sustainability. He pointed out that nothing was done with the recommendations and they were never followed. He said the proponents were before the Commission because it was the only body with the authority to put the advisory questions on the ballot and the WRWC did not have such authority. Commissioner Galloway recalled bringing forth a suggestion to put a water balance provision into the Regional Plan in 2002, which had been voted down. Mr. Fulkerson disagreed that the water question would lead to a taking of water rights and stated the Vidler Water project would be welcomed.

If there was no ballot question before the voters, Commissioner Galloway wondered how proponents would respond to any potential legislative sponsor of a BDR who might ask "how do I know you are not just one of those micro-factions that want something but you don't really represent anybody." Mr. Fulkerson replied they would probably be told they were "the same group of 200 people that we always hear from." He emphasized his group did not want a setback and would not be asking the Commission to put a question on the ballot if they did not think it would win. He pointed out water was life and was more important than money; that it was essential to the economy and to everyone's lives, so there was no more important issue that could be put on the ballot.

When asked by Commissioner Galloway about the annexation issue, Mr. Fulkerson described it as another critical planning issue in which the voice of the community should be heard.

Chairman Larkin asked for an explanation of how the Board got from its meeting on February 26, 2008 to the current meeting without a full staff report and a

resolution for the Commission to vote on. County Manager Katy Singlaub explained the matter was referred for legal review to Melanie Foster, the Assistant Civil Deputy for the District Attorney's Office. She stated the staff report focused on analysis of the County's jurisdiction for a ballot question and what the nature of a ballot question would be. Ms. Singlaub clarified there had not been a request for a resolution and staff had understood the agenda item was to consider what was involved with putting a question on the ballot. She pointed out the Board had been informed of the July 2008 deadline for placing questions on the ballot and there was plenty of time remaining for the Board to direct staff to bring back a resolution and do more work on the issue. Chairman Larkin acknowledged that the staff report answered Commissioner Humke's legal questions, but indicated the remaining questions would take substantially more time to answer. Ms. Singlaub agreed and said staff could not answer questions about what all of the citizen advisory boards and elected bodies thought without direction from the entire Board, because the effort would require considerable amounts of overtime and 30 to 40 citizen meetings.

Chairman Larkin observed that the staff report clearly identified the difference between an initiative and a ballot question, and indicated a petition for a County ballot initiative had to be signed by at least 15 percent of the number of registered voters who voted during the last preceding general election in the County. He referred to page 3 of the staff report and asked legal counsel for what purpose a group of registered voters might launch a County ballot initiative. Nate Edwards, Legal Counsel, agreed with Chairman Larkin that citizen petitions for a County ballot initiative would seem to aim at amendment of an ordinance, not a statute, since that would be the only legislative act they could undertake. Chairman Larkin requested a legal analysis of whether that would be applicable in this case.

Commissioner Galloway requested that the legal analysis also advise as to whether voters could use an initiative petition to call for an amendment to the Truckee Meadows Regional Plan. Chairman Larkin observed that had been part of the original request to staff.

In response to a question by Chairman Larkin, Commissioner Humke said he had previously asked a number of questions that he wanted answered prior to drawing up any resolution. He stated he did not wish to ask staff to accomplish a monumental task in too little time. He added he had never asked for an immediate date for the agenda item under discussion, and that request had been driven by the citizen proponents. Commissioner Humke pointed out he spoke only to the water issue and did not know how the annexation issue was slipped in later. He noted the agenda item was now dealing with two disparate issues to be placed on the ballot and it was unclear whether they were to be separate or combined ballot questions. He emphasized that government collaboration was expected in the community and would have to take place even if it delayed the issue.

Commissioner Galloway indicated he requested the annexation question to be heard at the same time as the water question because there was nothing in the agenda

that allowed Board discussion when the issues were initially raised by citizens. He agreed with staff's interpretation of his request and urged the Board to direct staff to go forward, but not to do so lightly. He did not believe, as was suggested during public comment, that the group of citizens represented a micro-faction, and said he would describe the level of community interest as a ground swell. Commissioner Galloway remarked that he had heard attempts to vet the issues over and over again in small groups or boards, but the public had never been given a chance to express its priorities by voting.

Commissioner Weber expressed her appreciation at having everyone present to address their concerns. She indicated some of the comments she had heard were not factual. She stated developers were not evil and were an important part of the community. She did not believe it was the responsibility of the Board to take on non-contiguous annexation and said it should be done at the Legislature. Commissioner Weber indicated it was her position that the citizens should pursue the initiative petition process because of the taxpayer expense involved in going to every citizen advisory board and doing the research during a time of budget cuts. She expressed concern that the issues were being driven by one commissioner who had already lost as the single "no" vote on various boards and commissions. She said it was her belief that the elected bodies had made their decision and, although the citizens had a right to second guess that decision, she believed they should go through the initiative process to do so.

Commissioner Galloway noted that the proponents seemed to be loosely organized but all had a common belief there was something very serious that was not working right within the planning process in Washoe County. He indicated he did not know most of the proponents and pointed out he was not driving them, they were driving him. He stated he had been hearing the same issues raised for over 12 years now and the people still had not had a chance to vote on something that was a very broad policy issue. He observed the Commission's questions could be answered because citizen advisory board meetings occurred anyway, the agendas were prepared anyway, and the staff was there anyway.

Commissioner Galloway moved for the County Commission to maintain the option to place the advisory questions on the ballot; and to direct staff to do the necessary work to provide information and answers to the questions posed, as well as possible resolutions, bringing them back for Commission action before July 21, 2008. Commissioner Jung seconded the motion for purposes of discussion.

Commissioner Jung indicated it was important to get everybody at the table to obtain feedback from all sides, so the discussion would involve the entire community rather than just the activists. She emphasized the community must have sustainable growth. She defined sustainable growth as economically feasible, meaning government could provide the services demanded, and socially sustainable, which would involve some affordable housing and perhaps more in-fill projects. Commissioner Jung said the community could not close its borders and its officials were not doing the right thing unless growth was socially sustainable, provided livable wages and brought every single person to the table. She wanted staff directed that everybody needed to weigh in on

the issues and said time needed to be invested so that everyone could move forward and be proud of a community that could sustain quality of life without closing the door to other people. She requested the staff report be placed on an agenda as a time certain item so the public could be notified and their time respected.

Chairman Larkin stated he would not support the motion because he wanted answers to the questions originally posed by Commissioner Humke. He said he had questions related to ballot initiatives at the County level and pointed out an initiative with 15 percent of the voters' signatures would represent a viable group.

Commissioner Humke moved to amend the motion so it did not include any certainty of placing questions on the ballot, but did include Commissioner Jung's suggestion to go to the community and allow the discussion to take place. He thought it was wrong to presuppose the Commission would go forward with the ballot question.

Commissioner Galloway said that was the intent and explained his motion indicated "possible" resolutions. He reiterated he would like to maintain the option of placing the advisory questions on the ballot, direct staff to perform the work to answer all necessary questions, and bring that information and possible resolutions back to the Commission. He suggested changing the motion to bring back a report at an interim meeting and to allow sufficient time to take further action before July 21, 2008, should the Commission decide to put the questions on the ballot.

Commissioner Humke stated he was trying to find a motion that could pass. Commissioner Galloway asked if it would pass if he amended the motion to say "bring a report back in May 2008 for consideration of further action by the Commission."

Chairman Larkin said he would still not support the motion. He explained he was not going to hint that he might support a ballot question based on the individuals who had appeared before the Commission. He pointed out there was a broader scope of people who lived in the community and there were people in his district who would be significantly affected. He stated the Spanish Springs Valley was over-allocated and the only way to get water was to import it from outside the region. He said he did not create the situation and most of the people who lived there did not create it. He indicated he would not move forward other than to have those questions and Commissioner Humke's original questions answered.

Commissioner Weber said she would not support the motion either because she believed the issues had already been discussed over the last three years. She pointed out the State Legislature had full capacity and created the WRWC, as well as the Truckee Meadows Regional Plan and the RPC. She questioned how the Board could go against what the Legislature had already produced. She stated it was not wise for the taxpayers at this time, when the proponents had the ability to go through the initiative petition process.

Commissioner Jung suggested a staff report that would get feedback from the different citizen advisory boards (also represented by the City of Reno), for the purposes of discussion and possible direction to staff, or alternatives to the different factions. She emphasized she wanted the public notified for a time certain agenda item so there would be a full vetting of the issues. Then, if the Commission could not agree to put questions on the ballot, the proponents would still have the opportunity to initiate a petition process. Chairman Larkin asked whether feedback would include the WRWC. Commissioner Jung said it should include everyone. She offered to put together a committee and vet the research, stating she could be fair and balanced with that process.

Commissioner Galloway withdrew his motion so that Commissioner Jung could make a new motion.

Commissioner Humke withdrew his amendment. He commented there was a structural problem with the two ballot questions and questioned whether they were two separate ballot questions. He said the annexation issue was fighting a war where there was no known enemy because it had already been addressed.

In response to a question by Chairman Larkin, Commissioner Jung indicated she would include both the water and annexation issues. Chairman Larkin stated his position was that the annexation issue had already been addressed and answered by the State Legislature. He said he would not support any motion that went back on the Regional Planning Governing Board and annexation issues. Commissioner Jung suggested limiting a motion to the water issue, and recommended to the proponents that they get started on their petition initiative.

Commissioner Jung moved to vet the questions that were presented to staff and the directions that were given to the County Manager, asking for a follow-up report inclusive of every player on the table, with the option open to give staff direction to bring a resolution to put the water question on the ballot. Commissioner Galloway seconded the motion.

Chairman Larkin said it disturbed him to have the Board entertain putting questions on the ballot. He stated he was very open to talking about the vital sustainability issue. He remarked there was a deep need to have a discussion on sustainability within the community and at the Regional Planning Governing Board.

Commissioner Jung proposed an amendment to the motion that could leave anything open, such as “discussion and possible action.”

Chairman Larkin reiterated he did not want anybody to presuppose he would vote for anything to go on the ballot. He indicated that 15 percent of the voters would get his attention, but the Commission had gotten into trouble listening to just one group.

Commissioner Weber said she was afraid it was misleading to the public to have staff go out and do the research. She stated the proponents should go out and do a petition for both issues. She indicated she still could not support the motion.

Commissioner Humke remarked that it was getting very convoluted. He said the learned testimony of Peter Chase Neumann was very instructive and he looked forward to reading the Supreme Court cases submitted to the Clerk. He stated that Commissioner Weber made a good point and there was a time factor involved. He indicated the citizens ought to go out and organize for their petition, and he would not stand in the way of that.

Commissioner Galloway commented that the discussion presumed citizens could get a ballot question localized to Washoe County. He pointed out, if it was not localized to Washoe County, the number of petitions required for a statewide question would be insurmountable. He observed that he worked for the people of Washoe County. Commissioner Galloway stated he had not agreed to further amendment of Commissioner Jung's motion and his second was for a motion that would specifically hold open the possibility of the Commission voting to put the question on the ballot. He said he would not agree to the change in the motion and, even if it was voted down, he wanted it on the record that he was in favor of the motion before it was amended. He remarked that taking the motion down further relegated the whole issue to a study that would get some questions answered and then do nothing.

Commissioner Galloway asked legal counsel whether any agenda item contemplating action on the ballot would have to be specific to the type of action contemplated. Mr. Edwards replied that any agenda item would have to satisfy the "clear and complete" rule under the Open Meeting Law, so it would have to have some specificity. Commissioner Galloway noted that, if specificity were taken out, any action of the Board could be void because it would not say the Commission could put a question on the ballot. He asked for a vote on the motion.

Commissioner Humke requested the motion be restated. Commissioner Jung responded: "place on the agenda further research into the questions previously posed upon the original solicitation of this agenda item, as well as leave open the ability for the Commission to take action on said item." She disagreed that more specific language about a resolution was necessary, and said the motion would allow the Board to direct staff for another agenda item that included a resolution. Chairman Larkin pointed out the original motion included specific ballot language. Commissioner Galloway agreed that it included the ability for the Commission to direct that ballot language be put on as an advisory question.

On call for the question, the motion failed on a 2-3 vote with Commissioners Humke, Weber and Larkin voting "no."

Commissioner Galloway made the same motion concerning the annexation question. Commissioner Jung seconded with the same caveat, that all

opinions be vetted. The motion failed on a 2-3 vote with Commissioners Humke, Weber and Larkin voting “no.”

All motions having failed, the Board took no action on this item.

4:55 p.m. Chairman Larkin declared a brief recess.

5:15 p.m. The Board reconvened with all members present.

08-200 **AGENDA ITEM 16 – DISCUSSION OF POSSIBLE CHALLENGE TO CITY OF RENO MASTER PLAN**

Agenda Subject: “Discussion and possible action on legal challenges, including without limitation judicial review, declaratory relief, and writ of mandate, to the February 13, 2008 conformance decision by the Regional Planning Commission of the City of Reno Master Plan (CR 07-035: to amend the City of Reno Master Plan, including, among other elements of the Plan, the redesignation of 20,870.93 acres of General Rural (GR) and 6,802.18 acres of Open Space (OS) and other redesignations to include a total of 28,923.73 acres of Special Planning Area (SPA)) Requested by Commissioner Galloway. (All Commission Districts)”

Commissioner Galloway explained he put the item on the agenda because it seemed too large an issue not to be discussed by the County Commission. He said he first became aware of the issue in the context of parks and open space planning through the Parks Commission. It became apparent to him there were 6,802 acres of open space included in the over 28,000 acres now designated as a City of Reno Special Planning Area (SPA) by action of the Regional Planning Commission (RPC). He reasoned the SPA was essentially a development designation because it would not be necessary to put land into such a designation if it were to remain rural. He believed the designation might allow interference with the County’s Open Space Plan and would probably never go to the Regional Planning Governing Board (RPGGB) for a vote. He did not believe it was in the public’s interest and was hoping the Commission would discuss it and possibly seek reversal of the decision. He questioned how the required findings could have been made when no one knew whether the SPA would eventually result in a park, a housing development or an industrial site. Commissioner Galloway said he made inquiries and was told by two different attorneys and one planner that SPA zoning could allow an industrial park rather than residential housing at the Spring Mountain development. He felt this was contrary to good planning and indicated he put it on the agenda to see how the rest of the Board felt about the issue.

5:19 p.m. Commissioner Humke temporarily left the meeting.

Chairman Larkin asked how the land under discussion ended up in the City of Reno’s Master Plan. Adrian Freund, Director of Washoe County Community Development, reviewed the historical background. He explained several years were spent working on a regional plan settlement between the local entities. He said the 2006

Settlement Agreement led to the development of the 2007 Regional Plan Update and, in essence, agreement was reached as to which areas would be allocated to each jurisdiction's Truckee Meadows Service Area (TMSA). Mr. Freund defined a TMSA as an area that could be provided with municipal services within the 20- to 23-year term of the Truckee Meadows Regional Plan. He stated the RPGB incorporated the agreements as amendments to the 2002 Regional Plan in 2006. At that point, Winnemucca Ranch, (now known as Spring Mountain), was brought into the City of Reno's TMSA and sphere of influence. He pointed out a series of amendments were adopted in July 2007 as the 2007 Regional Plan, which was the plan currently in effect.

Chairman Larkin observed the property under discussion was within Reno's TMSA. He asked if there were procedures for the County Commission to review another entity's TMSA. Mr. Freund explained each jurisdiction was required by statute to master plan its sphere of influence, and master plans went to the RPC for a review and finding of conformance with the Regional Plan. Each jurisdiction was also required to submit the elements of its comprehensive master plan for conformance review. Chairman Larkin asked if concurrency was also reviewed. Mr. Freund clarified each jurisdiction was in the process of submitting what they called Public Services and Facilities Plans or Public Services and Infrastructure Plans as part of the regional conformance review.

5:26 p.m. Commissioner Humke returned to the meeting.

Mr. Freund introduced Rosanna Coombes, Director of Regional Planning. Ms. Coombes described the process by which opportunities were provided for other entities to comment on the City of Reno's Master Plan. She said comment cards went out to the County and others within the region prior to adoption by the City of Reno. She explained an initial review was then done by Regional Planning staff without any input in order to allow an unclouded perspective. Regional then sat down with the City of Reno to go through the assessment and, in this case, several areas requiring additional work were identified. (See the 21 items identified in the staff report as the *Reno Master Plan List of Scheduled Additions*.) Ms. Coombes indicated conversations were held with Mr. Freund that included discussion of the County's Open Space Plan; and City, County and Regional staff walked through each of the 21 items still to be addressed. She stated all of the information was presented to the RPC, including the analytical staff report and the list of 21 items the City should be required to complete and bring back to Regional Planning for an additional conformance review. She noted completion of the conformance review would be considered final action for the Master Plan unless there was a request for further review. Ms. Coombes observed there was an RPGB procedure that allowed ten days in which to request administrative review by the RPGB and said no requests for administrative review were received. She explained the provision in State statute that provided a 25-day appeal period for judicial review, beginning with submission of an Action Letter to Ms. Coombes as the Clerk of the RPGB. She said the 25-day period began the day after the hearing before the RPC and closed as of 5:00 p.m. on March 10, 2008. She pointed out there had been one objection to approval of the Plan when the vote was taken by the RPC.

Commissioner Galloway recalled that Commissioner Steve Rogers of the RPC voted “no” on the Plan and indicated he could not make five of the six required findings. He related that Commissioner Jim Newberg, who made the motion to approve, said he could make all of the findings but did not discuss the merits of the findings. He commented that nobody else on the RPC discussed the findings at all. Ms. Coombes said she did not have the complete record before her. She clarified that commissioners who voted “no” were required to state which findings could not be made, but those who voted “yes” were not required to state why they were able to make the findings.

Commissioner Galloway explained there had been no way to have a County Commission meeting before the ten-day time period was up. He said he asked Chairman Larkin to authorize a letter to the RPGB, but Chairman Larkin declined to do so. County Manager Katy Singlaub stated that she would describe events differently. She consulted the District Attorney’s Office and was told the matter could not be construed as an emergency item. When asked if the County could be obligated by either the Manager’s signature or the action of a single commissioner, she was given informal advice by the District Attorney’s Office that it would not be within the Board’s protocols or the rules and procedures of the Board for the Manager or one commissioner to initiate such an action. Commissioner Galloway pointed out the 25-day period for judicial review also expired before it had been possible to have a County Commission meeting. Because there was so little discussion of the item at the RPC, Commissioner Galloway reasoned it could not hurt to have the Board discuss the issue.

Commissioner Galloway clarified the agenda item was not about annexation. He emphasized he thought it was about good planning and was concerned that the SPA was so broad and nonspecific it would allow almost anything to later be approved and built. He did not believe such planning satisfied State law.

Chairman Larkin asked legal counsel if there were any grounds to serve as a cause of action for judicial review, including declaratory relief or a writ of mandate. Nate Edwards, legal counsel, said there were not. He indicated the issue was analyzed by the District Attorney’s Office from a number of different angles, but it appeared the time periods had lapsed. He explained the courts looked for whether there was an adequate legal remedy before they would consider declaratory relief or a writ of mandate. The appeal periods in this case constituted an adequate legal remedy and Mr. Edwards pointed out that missed timelines would not qualify for special judicial relief. He concluded the opportunities to legally challenge the master plan amendment had passed.

Chairman Larkin said he was not satisfied with resting on the missed timelines. He asked if there was any indication that the settlement agreements and planning actions were not valid. Ms. Coombes said she was not aware of any such indication. She confirmed all requirements for the Master Plan had been met except for the 21 items listed in the staff report. Chairman Larkin recalled a statement by John Hester, Director of Community Development for the City of Reno, that he would include the County’s Open Space Plan in the City’s Master Plan. Ms. Coombes pointed out the staff of all three entities agreed to the list of 21 items to be completed by the City of Reno

and one of the items was to ensure the County's Open Space Plan was duly considered and included in the City of Reno's open space planning process. Once completed, she said the open space component was required to go through a conformance review. She stated a number of the areas on the list of 21 scheduled additions were also required to go back for a conformance review and were tied to a timeline.

Commissioner Galloway indicated his concern was not just limited to parks and open space, although that was how he became aware of what he believed to be a broader planning issue. He believed the City would act in accordance with the Master Plan once it was approved but, until the Plan was unanimously approved, the City could authorize development. Ms. Coombes said there were other procedures that needed to occur. She pointed out the City was still preparing a PUD for Spring Mountain and could not just willy nilly put an industrial park in the middle of it. She explained the City submitted a written document about its assumptions for land use so that Regional Planning could review concurrency and determine if the facility plans were consistent with the land use. She stated there were many ways to address any further development that was inconsistent with the set of land use assumptions. She said the statutory provisions were noted in the staff report whereby it could immediately come back to the RPC for review if someone was aggrieved by a particular decision. She characterized the SPA designation as the beginning of the planning process, not the end of the road. For the record, Ms. Coombes pointed out only about 30 percent of the territory within the SPA could be developed due to slope and resource constraints. Commissioner Galloway asked whether there was some sort of legal opinion he could get that showed exactly what would trigger further review and what pieces of the master planned area could come back before the RPC or the RPGB for possible action.

Chairman Larkin wondered whether the subject was more appropriately taken up with the RPGB and whether it was relevant to the County Commissioners at this point. Commissioner Galloway acknowledged the deadlines had expired.

Chairman Larkin commented the Spring Mountain developers were in the audience and were aware the Board was taking a keen interest in the project. He pointed out there were also extensive communications going on at citizen advisory boards and other levels. He pointed out, while planning jurisdiction had been transferred to the City of Reno, governance had not. Mr. Freund replied there might be legal aspects to the governance issue that he was unfamiliar with. He stated it was true that only a planning jurisdiction under NRS 278 had been exerted at this point. He noted his staff continued to meet with representatives of the project on just about a quarterly basis and it was his understanding the governance issues were undecided. He indicated any potential general improvement district or interlocal agreements to provide services would clearly involve the Board of County Commissioners, and the County still retained code enforcement and business license responsibilities inside the area.

Chairman Larkin confirmed with legal counsel there was no action the Commission was authorized to take since the authorized time periods had passed.

In response to the call for public comment, Sandy McGill of Rancho Haven Residents for Sensible Planning said she understood the Commissioners could take no action and thanked them for listening.

Erik Holland, President of Citizens for Sensible Growth, said he believed the process was deeply flawed and the SPA was a way to get around the State law that still did not allow non-contiguous annexation.

Tina Nappe discussed urban interface issues related to the Bureau of Land Management (BLM) land in the area. She said there was not enough water to support development. She mentioned the impact on small communities, including off-highway vehicles, weeds and protection of wildlife.

Gary Schmidt said he was not opposed to growth but the broad issue was how growth was to occur. He suggested Northern Nevada should look beyond Washoe County in its approach to growth.

Roger Edwards of the Golden Valley Property Owners compared what was happening to what he had seen with the Stead corridor. He questioned why it was necessary to even discuss the issue when the State Legislature said the City could not expand out there.

In response to Ms. Nappe's comments, Chairman Larkin said he and Commissioner Weber were keenly aware of the recreational pursuits in the area and had worked extensively with the Open Space Committee to make sure there was a nexus with the BLM. He said they were very concerned about impacts on the wildlife habitat and agreed the developers would have to address the water issue.

Ms. Coombes offered to provide Ms. Nappe with a copy of the document entitled *Reno Master Plan List of Scheduled Additions*. She pointed out a number of the 21 items dealt with issues related to natural resource management and many had an established timeline in which to respond to the RPC.

6:01 p.m. Commissioner Humke temporarily left the meeting.

In response to Chairman Larkin's questions, Ms. Coombes outlined the various provisions for annexation. She explained annexation within a sphere of influence could be either voluntary or involuntary, and voluntary annexation outside a City's sphere of influence could also take place.

Commissioner Galloway reiterated his request to get a process letter identifying when and if things would come back to the RPC. He indicated Commissioner Jung also wanted the information.

Commissioner Galloway emphasized he brought the issue about planning and not about annexation. He said it was his personal belief there had been a pattern of

voluntary annexation in exchange for development that he characterized as backward planning.

Commissioner Weber said she supported some type of policy that would allow Board discussion prior to planning deadlines to avoid similar situations in the future. She commented she had heard a lot misinformation about Spring Mountain, which affected her district. She wondered if there was a way to provide updates to keep the community informed of the facts.

No action was taken on this item.

DISCUSSION – CONSENT AGENDA (ITEMS 6A THRU 6G(5))

County Manager Katy Singlaub indicated that Item 6E had been pulled from the agenda.

6:09 p.m. Commissioner Humke returned to the meeting.

08-201 AGENDA ITEM 6A – SOCIAL SERVICES DEPARTMENT

Agenda Subject: “Approve \$2,000 sponsorship of one table (total of 8 seats) for the Rhythm and Rawhide Event which benefits the children served by Washoe County [\$100,000 of the net proceeds from this event will be allocated to the Reno Rodeo Foundation to support the \$2.3 million capital campaign to build a 10,000 square foot multipurpose activity center for the youth at Kids Kottages and McGee Center. (All Commission Districts)”

Commissioner Weber stated she had concerns because of budget cuts and was not likely to support the item.

County Manager Katy Singlaub explained the dollar amount of the request was reduced from the previous sponsorship of two tables. She pointed out the Social Services Department had budgetary funds outside of the General Fund and all of the proceeds went back to support the activity center. She said it seemed appropriate to sponsor one table for the event since the Reno Rodeo Foundation raised \$2.3 million to build the activity center.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6A be approved.

08-202 AGENDA ITEM 6B – MANAGER’S OFFICE/INTERNAL AUDIT DIVISION

Agenda Subject: “Acknowledge receipt of Kafoury, Armstrong & Co. review of December 11, 2007 audit report of General Fund Ending Fund Balance.”

Commissioner Jung referenced page 2 of the internal audit report concerning composition of fund balance and reasons for change from year to year. She said it sounded as if staff thought the balance could be calculated in two ways, but the auditor said the NRS only allowed calculation of the balance using generally accepted accounting principles. Bill Mikawa, Internal Auditor, said staff would conform with the auditor’s recommendation, which was a State requirement.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6B be acknowledged.

08-203 AGENDA ITEM 6C – TECHNOLOGY SERVICES/ TELECOMMUNICATIONS

Agenda Subject: “Approve issuing Request For Proposal for purchase of Digital Video Recording System equipment and installation for Sheriff’s Parr Boulevard Detention Facility. (All Commission Districts)”

Commissioner Jung asked for clarification of the following statement on the first page of the staff report: “As budgetary restraints allow, we will include long-term storage to expand retention levels to acceptable standards.” County Manager Katy Singlaub indicated the agenda item approved the issuance of a Request for Proposal (RFP), but did not actually award anything. She clarified the addition of long-term storage capacity would be included as an additional alternate item in the RFP, so the Board could identify whether there was funding available for it.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6C be approved.

08-204 AGENDA ITEM 6D – LAW LIBRARY

Agenda Subject: “Accept resignation of non-attorney board member Russell Musselman from Law Library Board of Trustees and appoint Caryn Swobe to fill this vacant non-attorney position for a two-year term ending December 31, 2009 and reappoint Shawn Meador to fill an attorney position for a two-year term ending December 31, 2009. (All Commission Districts)”

Commissioner Humke asked to have the item continued so that he could research it further. He noted there was no application and very little back-up material submitted with the agenda packet.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6D be continued to a future meeting.

08-205 AGENDA ITEM 6F – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Acknowledge receipt of the Financial Report for Washoe County Department of Water Resources for the six months ended December 31, 2007 – Unaudited. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6F be acknowledged.

08-206 AGENDA ITEM 6G(1) – MANAGEMENT SERVICES

Agenda Subject: “Approve expenditure [no more than \$3,200] from County Commission District 3 Special Funding Account for promotion and implementation of a 2008 Commissioner District 3 Town Hall Meeting to encourage citizen participation and enhance effectiveness. (Commission District 3)”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(1) be approved.

08-207 AGENDA ITEM 6G(2) – MANAGEMENT SERVICES

Agenda Subject: “Approve expenditure [\$500] from County Commission District 5 Special Funding Account to Nevada Future Farmers of America Association to assist in funding a community service project to clean Rancho San Rafael Park on March 27, 2008; and if approved, execute Resolution necessary for same. (Commission District 5)”

Commissioner Weber said she was very excited about the community service project.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(2) be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

08-208 AGENDA ITEM 6G(3) – MANAGEMENT SERVICES

Agenda Subject: “Approve Agreement for Services between the County of Washoe and Artown, concerning sponsorship of Artown [\$18,750] for costs associated with production of the event, approve Washoe County co-sponsoring the Monday evening Artown performances at the Robert Z. Hawkins Amphitheater with the Robert Z. Hawkins Foundation in July 2008; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”

Commissioner Weber said she supported the Artown program, but questioned whether the funding was just for one event. County Manager Katy Singlaub explained the request from Artown was for the County to fund Monday night programs at the Hawkins Amphitheater, which had been a very popular venue. She clarified this was the only financial support for Artown, although the County looked for ways to provide in-kind support that did not involve direct expenses.

Commissioner Weber indicated there had been a request for *Wednesdays in the Park* in the North Valleys, which also did not seem like a big expenditure. Ms. Singlaub replied that *Wednesdays in the Park* was included in the Artown calendar but was not an official Artown event and probably necessitated direct payment to the performers each week. She said it would be a decision of the Regional Parks and Open Space Department whether or not to fund the program with their budget.

In response to a question by Commissioner Galloway, Ms. Singlaub further clarified the funding was for the entire series of Monday concerts at the Hawkins Amphitheater for the duration of Artown.

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(3) be approved, authorized and executed.

08-209 AGENDA ITEM 6G(4) – MANAGEMENT SERVICES

Agenda Subject: “Acknowledge and accept Fire Management Assistance Grant [\$16,282.51 with County match of \$5,427.51] from the Federal Emergency Management Agency through Nevada Division of Forestry for costs related to the Red Rock/Rancho Haven Wildland Fire on July 6, 2007; and if accepted, direct Finance to make appropriate budget adjustments. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(4) be acknowledged, accepted and directed.

08-210 AGENDA ITEM 6G(5) – MANAGEMENT SERVICES

Agenda Subject: “Appoint Commissioner Kitty Jung to the Organizational Effectiveness Committee as a representative of the Washoe County Commission. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(5) be approved.

6:21 p.m. Chairman Larkin declared a brief recess.

6:22 p.m. The Board reconvened with Commissioner Humke absent.

08-211 AGENDA ITEM 20 – CLOSED SESSION

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

6:22 p.m. On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that the meeting be adjourned to a Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

***7:18 p.m.** The Board reconvened in regular session with Commissioner Humke absent and Assistant District Attorney Paul Lipparelli acting as legal counsel.

BLOCK VOTE – AGENDA ITEMS 8, 10, 11 AND 12

The Board combined Agenda Items 8, 10, 11 and 12 into a block vote.

08-212 AGENDA ITEM 8 – MANAGER’S OFFICE

Agenda Subject: “Recommendation to appoint a Washoe County Commissioner to serve as an Alternate on the Nevada Commission for the Reconstruction of the V&T Railway.”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Commissioner Humke be appointed as Alternate to the Nevada Commission for the Reconstruction of the V&T Railway.

08-213 AGENDA ITEM 10 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to accept grant from the Nevada Division of State Parks Recreation Trails Grant Program, for the Bowers Mansion/Davis Creek Park Trail and Interpretive Project [\$100,000 with in-kind match of \$26,700]; and if accepted, authorize Regional Parks and Open Space Director to sign all necessary documents associated with the grant and authorize Finance to make appropriate budget adjustments. (Commission District 2)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 10 be accepted and authorized.

08-214 AGENDA ITEM 11 – PURCHASING DEPARTMENT

Agenda Subject: “Recommendation to award Request for Proposal # 2633-08 for Media Buying Services, for the Child Abuse Prevention Public Information and Education Program, to The Glenn Group (formerly The Rose/Glenn Group and DRGM) [estimated amount \$120,000], on behalf of the Washoe County District Health Department; and if awarded, authorize the Purchasing and Contracts Administrator to execute the Agreement with The Glenn Group for the purposes of this award. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 11 be awarded, authorized and executed.

08-215 AGENDA ITEM 12 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to authorize Chairman to execute Forensic Support Services Agreements between the County of Washoe County, Washoe County Sheriff’s Office Forensic Science Division and 18 Law Enforcement Agencies for Forensic Laboratory Analysis Service Fees for the term July 1, 2007 to June 30, 2008 [income of \$170,873]. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 12 be authorized and executed.

**08-216 AGENDA ITEM 7 – COMMUNITY SUPPORT ADMINISTRATOR/
MANAGEMENT SERVICES**

Agenda Subject: “Update on homeless services and funding and possible direction to staff to work with City of Reno, City of Sparks and other affected entities to identify long-term funding strategy, service strategies and to identify roles and responsibilities regarding contracting, oversight and implementation of shelter operations. (All Commission Districts)”

Gabrielle Enfield, Community Support Administrator, indicated the staff report provided details regarding homeless services and funding. She stated the City of Reno was expected to complete all of the facilities at the homeless services campus on Record Street during the next fiscal year. A Triage Center opened March 13, 2008, a shelter for single women was expected to open by the end of the month, and the building for a family shelter and resource center was expected to be completed by August or September 2008. Upon completion of the facilities, she indicated there would be a significant increase in the services offered at the campus. Although there were no firm numbers available, she called attention to the best current cost estimates provided on page 3 of the staff report. Ms. Enfield stated the current funding was not sufficient to provide for a significant increase in services, with an estimated gap of \$1.7 million during fiscal year 2008-09. She remarked that long-term and short-term service and funding strategies needed to be developed on a regional level.

Jody Royal-Goodwin, Community Reinvestment Manager for the City of Reno, Maureen McKissick, Grants Manager for the City of Reno, and Margaret Powell, Senior Planner for the City of Sparks, were also available to answer any questions.

Chairman Larkin asked for any additional thoughts about strategies. Ms. McKissick said several strategies had been discussed privately, but they wanted to get input and policy direction from the governing boards. She said they could look at endowments, ask for federal funds, or pursue a number of other strategies. Ms. Powell said the recommendation at this time was to direct the three jurisdictions to continue to work together. Chairman Larkin questioned whether the gap was expected to grow. Ms. Enfield said that was entirely possible because the numbers were estimates at this point. She explained operation of the family shelter would not go out in a Request for Proposal (RFP) until the building was completed in the fall and security was expected to be significantly higher than initially expected. Chairman Larkin clarified the Commission had approved \$1.5 million toward construction and there was now a need to fund operation and maintenance.

Commissioner Weber said it was her understanding that Washoe County already provided significant funding toward homeless services. She referred to the

following comments on page 2 of the staff report: “Staff has repeatedly requested a copy of the current year budget for the Triage Center from WestCare but has not received the requested information.” She asked whether the information had been received. Ms. Enfield said she had not received a budget for the current fiscal year, although she had one for the upcoming fiscal year. Since the operation was new, the current year’s budget was a short one. With respect to the provision of meals, Commissioner Weber wondered whether anyone had looked at doing some sort of a common kitchen for all of the community’s needs. Ms. Enfield said they had not yet done so, but would investigate further. County Manager Katy Singlaub indicated there had been some investigation of that with respect to the Sheriff’s Office and Juvenile Services. She said the School District had a very large commercial kitchen, but the Senior Center was not capable of producing meals. Commissioner Weber suggested there might be some faith-based organizations or people in the community who would assist with staffing or funding.

Commissioner Weber inquired where the \$1.7 million gap funding would come from. Ms. Enfield said the entities were trying to identify a short-term and long-term strategy. Ms. Singlaub pointed out the \$1.7 million assumed a contribution of \$850,000 from Washoe County, which did not include other types of support provided through Social Services and other programs. She wanted it on the record that it was not appropriate just to focus on the gap and assume the County would continue to come up with the extra money. She thought everyone had understood there was over a \$2 million obligation as a region.

Commissioner Jung applauded staff’s work, as well as the regional support. She asked whether anyone had investigated the feasibility of going to large hotels and casinos to collect extra soap, shampoo and other items for the shelter. Ms. Enfield said that had not been discussed and they would investigate it. She said they were also looking at consolidating services such as laundry and garbage collection.

Commissioner Galloway asked what the plan would be if the gap could not be closed. He observed the campus represented an intensification of resources going to homeless programs and it was a huge amount of money. He wondered whether any of the new programs could be deferred. Ms. Enfield said there were RFP’s under review for the Men’s and Women’s Shelters, and those would be analyzed to see what services could be funded in fiscal year 2008-09. She stated it might not be possible to provide all of the services as originally intended. Commissioner Galloway commented it would be a shame to begin operation of a new family shelter and not be able to keep it going because of a lack of money. Ms. Enfield emphasized that the family shelter was a desperately needed service within the community.

Commissioner Jung asked who had been served more frequently based on the current design and implementation of services. Ms. Enfield said the men’s shelter was the first to open in November 2005. She said men generally represented the largest homeless population, although there was an increasing family population, and the shelter for single women was due to open this month. Commissioner Jung said she would like to see more parity for women and women with children.

Chairman Larkin said everyone was in agreement that the entities should continue to work collaboratively. He wondered if there had been any analysis of the entire spectrum of services throughout the three entities, as well as private nonprofit services, in an attempt to align the services. Ms. Enfield said it might be possible to leverage resources for some services, but there were no other shelter facilities.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Humke absent, staff was directed to work with the other entities as stated in Agenda Item 7.

08-217 AGENDA ITEM 13 – SOCIAL SERVICES DEPARTMENT

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code by making changes to the structure and operation of the Washoe County Department of Social Services Citizens Advisory Board. (All Commission Districts)”

There was no response to the call for public comment.

Bill No. 1544, entitled, “**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY MAKING CHANGES TO THE STRUCTURE AND OPERATION OF THE WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES CITIZENS ADVISORY BOARD.**” was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

08-218 AGENDA ITEM 14 – BUILDING AND SAFETY DEPARTMENT

Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 100 of the Washoe County Code by adding thereto a provision by increasing fees for building, grading permits, modifying building valuation data, and providing other matters properly related thereto; and, upon public hearing for second reading and adoption the effective date of the Ordinance will be June 1, 2008. (All Commission Districts)”

There was no response to the call for public comment.

Bill No. 1545, entitled, “**AN ORDINANCE AMENDING CHAPTER 100 OF THE WASHOE COUNTY CODE BY ADDING THERETO A PROVISION BY INCREASING FEES FOR BUILDING, GRADING PERMITS, MODIFYING BUILDING VALUATION DATA, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.**” was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

08-219

AGENDA ITEM 15 – COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Development Code, Chapter 110, by amending Article 606 and adding provisions to Article 602 to establish an application process and agricultural basis for exemption from certain land use and division maps and surveys, and providing other matters related thereto (upon public hearing for second reading, there will be possible adoption of amendments to Development Code Amendment Case No. DCA08-001). (All Commission Districts)”

At the request of Commissioner Galloway, Planning Manager Mike Harper explained agricultural parcels were already exempt under State law. He said the ordinance was intended to track any property owner who exercised the exemption and create a mapping process should the owner convert it to another use, so the County could conduct a proper analysis as to whether services were available.

There was no response to the call for public comment.

Bill No. 1546, entitled, “AN ORDINANCE AMENDING THE WASHOE COUNTY DEVELOPMENT CODE, CHAPTER 110, BY AMENDING ARTICLE 606 AND ADDING PROVISIONS TO ARTICLE 602 TO ESTABLISH AN APPLICATION PROCESS AND AGRICULTURAL BASIS FOR EXEMPTION FROM CERTAIN LAND USE AND DIVISION MAPS AND SURVEYS, AND PROVIDING OTHER MATTERS RELATED THERETO.” was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

08-220

AGENDA ITEM 18 – COMMUNITY DEVELOPMENT

Agenda Subject: “Comprehensive Plan Amendment CP07-005, Shelter House, LLC--Community Development. (Commission District 5.)”

Consider a request to amend the North Valleys Area Plan, being a part of the Washoe County Comprehensive Plan. The amendment request would re-designate Assessor's Parcel Numbers 080-730-32 (+62.89-acres) and a portion of 080-730-33 (+59.50-acres) from the land use category of General Rural (GR) to Medium Density Suburban/Four (MDS/4), Medium Density Rural (MDR) and Open Space (OS). The properties are located approximately one-half mile east of the intersection of Lemmon Drive and Deodar Way. The subject parcels are within the Truckee Meadows Service Area (TMSA), and the Area of Interest of the City of Reno, as identified by the adopted 2007 Truckee Meadows Regional Plan, and therefore subject to the Cooperative Planning standards. The subject parcels are located within Section 35, T21N, R19E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 5 and within the Suburban Character Management Area of the North Valleys Citizen Advisory Board boundary. To reflect changes requested within this application and to maintain

currency of general area plan data, administrative changes to the area plan are proposed. These administrative changes include a revised map series with an updated parcel base and revised table of land uses.

AND IF APPROVED

Authorize Chairman to sign the Resolution for the updated Area Plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency.”

Chairman Larkin opened the public hearing.

Grace Jensen, Planner, explained the Comprehensive Plan Amendment (CPA) for Shelter House LLC was approved by the Planning Commission on February 5, 2008. She conducted a brief PowerPoint presentation, which was placed on file with the Clerk.

Derek Kirkland with Wood Rodgers, Inc. was present on behalf of the applicant. He said the staff report had been reviewed and the applicant concurred with staff's recommendation. He observed the CPA was in conformance with the North Valleys Area Plan.

There was no response to the call for public comment. Chairman Larkin closed the public hearing.

In response to a question by Commissioner Galloway, Ms. Jensen stated the Planning Commission voted 5-2 for approval, with Commissioners Cobb and Rogers opposed because of water concerns. She stated the Vidler Water importation project was anticipated to meet the needs of the development. Commissioner Galloway asked if there was any way to know if the water would actually end up there. Ms. Jensen replied it was outside her realm of expertise. She read the following statement from the Department of Water Resources: “With completion of the Vidler (Fish Springs) Project, there should be sufficient water rights to serve this project. The applicants are in negotiation to purchase necessary water rights to satisfy the demand required to serve this project. The applicant states that they will be secured when the Vidler (Fish Springs) project is completed and on line for service.”

Commissioner Galloway wondered whether approval could be given with some type of expiration if the water was not obtained within a specified period of time. Although it might not be appropriate in this case, he expressed concern there could incrementally be more project approvals than there was water to serve them. Planning Manager Mike Harper pointed out the one-map process did not permit expiration, unlike what would occur under a two-map master planning process. He assured the Commission that Facilities Plans would be brought forth shortly for incorporation into the Public Services Facilities Plan and, in addition, the concurrency program would allow the Board to determine at what level and to what extent they wanted to determine concurrency

through that process. He said there was a comfort level at this point that water from the Vidler project would serve this and other land uses that were approved under the North Valleys Area Plan. Commissioner Galloway said he would like to stay on top of the process and do things right in Washoe County. He thought there was a tendency to view concurrency as just requiring individuals to get the water before they could build, which was not true planning. He believed it was sufficient for concurrency if Mr. Harper and Ms. Jensen were both telling him the Department of Water Resources had a facilities plan that intended to supply water to the Shelter House project. Mr. Harper indicated that was a correct statement.

In response to a question by Chairman Larkin, Mr. Kirkland indicated no houses would be sold if they had no water.

Commissioner Weber said she appreciated Commissioner Galloway's concerns and talked about a subdivision in Lemmon Valley where water resources had been over-allocated. However, she thought the Vidler project provided a great resource that was probably not in danger of being over-allocated in the near future. She noted the water questions had been answered in the staff report by the Department of Water Resources.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 18 be approved, having made the appropriate findings in accordance with the Washoe County Development Code.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Chairman Larkin be authorized to sign the Resolution for Agenda Item 18 after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency. The Resolution for same is attached hereto and made a part of the minutes thereof.

08-221 AGENDA ITEM 19 – REPORTS AND UPDATES

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

Commissioner Weber indicated Commissioner Humke attended the previous meeting of the Commission to Reconstruct the V&T Railway. She said she was working on getting a written report that could be provided to citizen and neighborhood advisory boards to update them on the Commission's progress, although it appeared unlikely that funding would be available to support the program this year. She said she

attended a legislative conference for the National Association of Counties in Washington D.C. She stated the 2010 NACO Conference to be held in Reno would coincide with the organization's 75th anniversary. She announced that Commissioner Jung would be leading the Saturday's Coffee and Conversation with your Commissioner in the North Valleys.

Chairman Larkin announced an upcoming meeting of the Truckee Meadows Flood Project Coordinating Committee, which would also be attended by Commissioner Jung. He pointed out the Interim Western Regional Water Commission would no longer meet, as the Western Regional Water Commission had now been established and would have its first meeting in April 2008.

Commissioner Galloway announced upcoming meetings of the Criminal Justice Advisory Committee and the Investment Committee. He said there would be a public meeting for the Boulder Bay Project at the former Biltmore property in North Lake Tahoe. He commented that the Human Services Consortium, which was struggling with funding issues, would be working to put its resources where the money would do the most good.

Commissioner Jung remarked she was also in Washington D.C. for the NACO legislative conference. She said she had the good fortune to go with County Manager Katy Singlaub to visit Nevada Senator Harry Reid. She announced upcoming meetings of the Organizational Effectiveness Committee and the Flood Project Coordinating Committee. She stated she was happy to lead the next Coffee with Your Commissioner on behalf of Commissioner Weber.

Commissioner Weber added that the Sheriff's Office would be holding a community-wide Neighborhood Watch program.

* * * * *

8:08 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk
and Clerk of the Board of
County Commissioners
Minutes Prepared by
Lisa McNeill, Deputy County Clerk

RESOLUTION--Authorizing the Grant of Public Money to the Nevada FFA Association.

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, or to a governmental entity, to be expended for a selected purpose; and

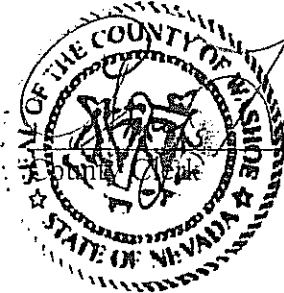
WHEREAS, The Board of Commissioners of Washoe County has determined that a certain amount of money is available in Fiscal Year 2007/2008, to make a grant of money to the Nevada FFA Association to sponsor a community service project to clean Rancho San Rafael, March 27, 2008. The Nevada FFA Foundation is a non-profit organization which supports activities of the Nevada FFA Association and agriculture education teaching students the importance of service in their communities and that by providing this grant of money, a substantial benefit will be provided to the inhabitants of Washoe County; now, therefore, be it

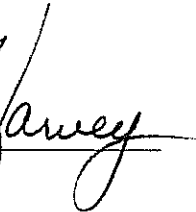
RESOLVED, By the Board of Commissioners of Washoe County that the Board hereby grants to the Nevada FFA Association a grant for Fiscal Year 2007/2008 in the amount of \$500.

Adopted this 11th day of March, 2008.


Chairman

ATTEST:





08-209

Clark

Resolution of Appreciation

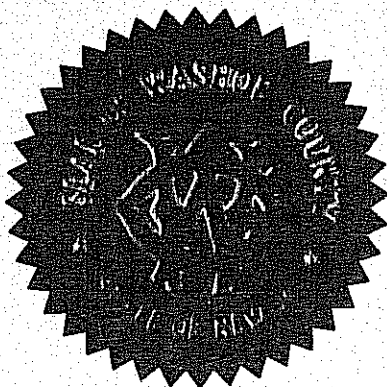
WHEREAS, The Reno Rodeo Foundation and the Reno Rodeo Association have a mission to serve the children and youth of Washoe County through their many charitable events and outreach programs. As part of their commitment to the community, the Reno Rodeo Foundation and the Reno Rodeo Association have chosen to reach out to the most vulnerable citizens of Washoe County, the infants, children and teens who are residents of the Kids Kottage emergency shelter and foster homes.

WHEREAS, Through their efforts, the Reno Rodeo Foundation has raised over \$2.3 million dollars to construct the Kids Kampus Activity Center, which will provide children within the Kids Kottage and McGee Center access to a gymnasium, a computer lab and rooms that can be used for academic and recreation activities. This facility will be open by June 2008. In addition, in 2006 and 2007 the Reno Rodeo Denim Drive collected a total of 2,463 pairs of jeans, 1,556 packages of socks, 913 packages of underwear, and 844 other various clothing items. There was a 50% increase in donated items from 2006 to 2007 as community awareness and support has grown for this annual event. These clothing items serve to help 100% of the infants, children and teens in the emergency shelter and foster care within Washoe County throughout the year.

WHEREAS, These efforts serve to increase awareness of the plight of abused and neglected infants, children, and teens that are in protective custody and foster care. These are the young people in our community who most need acceptance and understanding as well as a helping hand; now, therefore, be it

RESOLVED, That the Washoe County Board of County Commissioners wishes to recognize all that the Reno Rodeo Foundation and the Reno Rodeo Association have done in our community and bestow our sincerest thanks and admiration upon the Reno Rodeo Foundation and the Reno Rodeo Association for making a difference through their devotion to our children.

ADOPTED this 11th day of March, 2008.



Robert M. Larkin
Robert M. Larkin, Chairman
Washoe County Commission

08-196

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN (1) CARSON CITY, ON BEHALF OF THE
CARSON CITY SHERIFF'S OFFICE,
AND
(2) WASHOE COUNTY, ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between (1) WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE (collectively, "WASHOE"), and (2) the CARSON CITY BOARD OF SUPERVISORS, on behalf of the CARSON CITY SHERIFF'S OFFICE (collectively, "CARSON CITY").

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and CARSON CITY may, in the performance of their functions, enter into an interlocal contract for the use of 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, CARSON CITY desires to acquire the assistance of WASHOE in providing CARSON CITY with the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to CARSON CITY 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. **REQUIRED APPROVAL:** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **TERM:** This Agreement shall be effective upon approval to June 30, 2008.
3. **TERMINATION:** 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. The parties agree that this Agreement shall be terminated immediately if for any reason WASHOE or CARSON CITY funding ability to satisfy this Agreement is withdrawn, limited or impaired.

08-215

4. **RENEWAL:** This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a written addendum to this Agreement setting forth the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by CARSON CITY to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to CARSON CITY and the appropriation of the money for the payment of such fees by CARSON CITY.

5. **NOTICE:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail or mailed certified mail, return receipt requested, postage prepaid and addressed to the other party.

6. **SERVICES PROVIDED:**
 - A. Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for CARSON CITY 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.

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

7. **CONSIDERATION:**
 - A. For fiscal year 2007/2008 CARSON CITY shall pay to WASHOE a fee of \$16,198.00, which fee shall entitle CARSON CITY to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by CARSON CITY 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 CARSON CITY to compensate WASHOE for the provision of the additional forensic laboratory services to CARSON CITY. 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. 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 CARSON CITY with any additional expertise or equipment outside of the current capability of WASHOE to perform for CARSON CITY, CARSON CITY shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of CARSON CITY'S receipt of billing by WASHOE for any such consultation services.
- D. In the event that CARSON CITY 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 CARSON CITY pursuant to this Agreement, CARSON CITY 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 CARSON CITY. Any such reimbursement shall be due and payable in full within 15 days of CARSON CITY'S receipt of billing by WASHOE for any such staff services.
8. **INDEMNIFICATION:** A. CARSON CITY 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 CARSON CITY in connection with the services to be provided pursuant to this Agreement.
- B. WASHOE agrees to indemnify, defend and hold harmless CARSON CITY, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.
9. **LIMITED LIABILITY:** The parties do not waive and intend to

08-215

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.

10. **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.
11. **SEVERABILITY**: If any non-material provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
12. **ASSIGNMENT**: Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. **GOVERNING LAW**: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada, irrespective of any conflicts of law rules. The parties consent to the jurisdiction of the district courts of the State of Nevada for enforcement of this Agreement.
14. **ENTIRE AGREEMENT**: This Agreement and its integrated attachments constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations and discussions that may have been made in connection with the subject matter thereof.

DATE: 2-15-08

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 3/11/08

WASHOE COUNTY BOARD OF
COMMISSIONERS

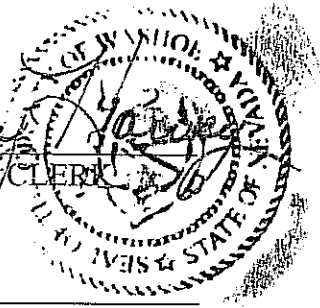
BY: Robert M Larkin

Robert M. Larkin
Chairman

00-215

DATE: 3.11.08

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: _____

BY: _____
CARSON CITY SHERIFF

CARSON CITY'S ATTORNEY
Neil A. Rombardo, District Attorney

I have reviewed this contract and
approve as to its legal form.

DATE: Feb. 7, 2008

By: [Signature]
Deputy District Attorney

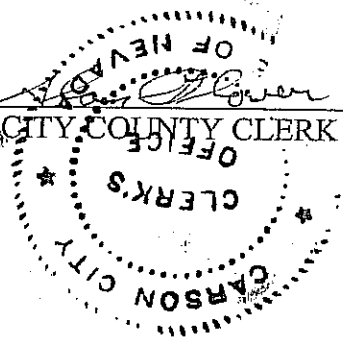
CARSON CITY BOARD OF
SUPERVISORS

DATE: Feb. 7, 2008

BY: [Signature]
MARV TELXERIA, MAYOR

DATE: Feb. 7, 2008

ATTEST: [Signature]
CARSON CITY COUNTY CLERK



08-215

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

- Trace Evidence (Hairs/Fibers/Glass/etc.)
- DNA Analysis
- Solid Dosage/Seized Drugs (Drug Testing)
- Shoeprint Comparison
- Firearms/Toolmark Examinations
- Crime Scene Investigation
- Latent Print Processing
- WIN/AFIS
- Arson
- Laser/ALS Examination
- Associate Expert Witness Testimony

08-211

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

00-215

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$6,723.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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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, 2007 and terminate as of June 30, 2008.

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 an addendum 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.

08-21

DATE: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

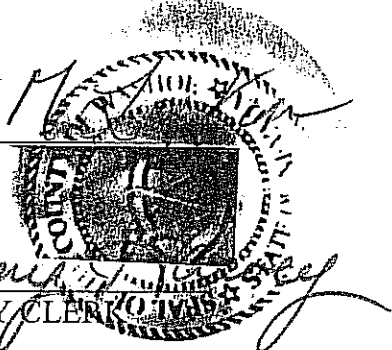
DATE: 3/11/08

BY: Robert M. Larkin

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 9-12-07

BY: Richard Ingram
Sheriff

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

08-215

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

001215

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$20,552.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

08-1-01

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, 2007 and terminate as of June 30, 2008.

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 an addendum 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.

08-215

DATE: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF


WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 3/11/08

BY: Robert M Larkin

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: [Signature]
WASHOE COUNTY


USER.

DATE: 8/27/07

BY: [Signature]

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

08-211

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

08-21-15
10:00 AM

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$16,789.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 3/11/08

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: Robert M. Larkin
Robert M. Larkin
Chairman

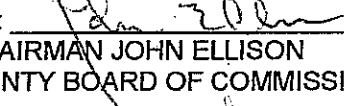
DATE: 3.11.08

ATTEST: Amy Harvey
WASHOE COUNTY CLERK


DATE: 10-17-07

BY: D. Stinson
USER

DATE: 10-17-07

BY: 
CHAIRMAN JOHN ELLISON
ELKO COUNTY BOARD OF COMMISSIONERS

DATE: 10-17-07

ATTEST: 
ELKO COUNTY CLERK

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

08-215

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

00-215

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$16,789.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07.

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 3/11/08

WASHOE COUNTY BOARD OF
COMMISSIONERS

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amy Davison
WASHOE COUNTY CLERK




DATE: 10-17-07

BY: D. Stizum

10-20-07

DATE: 10-17-07

BY: 
CHAIRMAN JOHN ELLISON
ELKO COUNTY BOARD OF COMMISSIONERS

DATE: 10-17-07

ATTEST: 
ELKO COUNTY CLERK

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

00-215

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

10-2-15

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$17,191.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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.

78-211

DATE: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

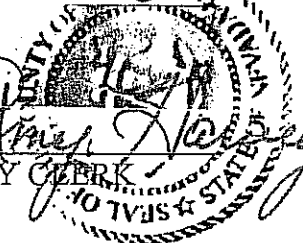
DATE: 3/11/08

BY: Robert M. Larkin

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amiee Nease
WASHOE COUNTY CLERK



USER

DATE: 8-28-07

BY: Mike Smith

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

10-21-15

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$973.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

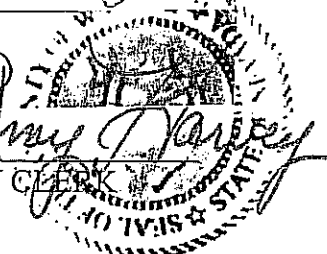
DATE: 3/11/08

WASHOE COUNTY BOARD OF COMMISSIONERS

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amy Dancy
WASHOE COUNTY CLERK



DATE: 8-27-07

USER
BY: [Signature]

18-215

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

06-215

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
FALLON POLICE DEPARTMENT
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 Fallon Police Department, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$15,056.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Mitchell Haley
WASHOE COUNTY SHERIFF

DATE: 3/11/08

WASHOE COUNTY BOARD OF
COMMISSIONERS

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amy Narasimhan
WASHOE COUNTY CLERK

USER

DATE: 8-28-07

BY: RA [Signature]

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

13-219
06.0010

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$8,012.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 3/11/08

BY: *Robert M. Larkin*

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: *Amey Nancy*
WASHOE COUNTY CLERK

USER

DATE: 8-24-07

BY: *Ed Kugel*
HUMBOLDT COUNTY SHERIFF

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

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

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$7,837.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael O'Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 3/11/08

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Jimmy Naidy
WASHOE COUNTY CLERK

USER LANDER Co. SHERIFFS OFF.

DATE: 8-28-07

BY: Ron Under
LANDER COUNTY SHERIFF

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

- Trace Evidence (Hairs/Fibers/Glass/etc.)
- DNA Analysis
- Solid Dosage/Seized Drugs (Drug Testing)
- Shoeprint Comparison
- Firearms/Toolmark Examinations
- Crime Scene Investigation
- Latent Print Processing
- WIN/AFIS
- Arson
- Laser/ALS Examination
- Associate Expert Witness Testimony

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
LOVELOCK POLICE DEPARTMENT
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 Lovelock Police Department, hereinafter referred to as USER.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$359.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 3/11/08

BY: Robert M Larkin

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amy Haney
WASHOE COUNTY CLERK



USER

DATE: 28 Aug 07

BY: [Signature]

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
LYON COUNTY SHERIFF'S OFFICE
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 Sheriff's Office, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$26,386.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4-25-07

BY: Michael Hailey
WASHOE COUNTY SHERIFF

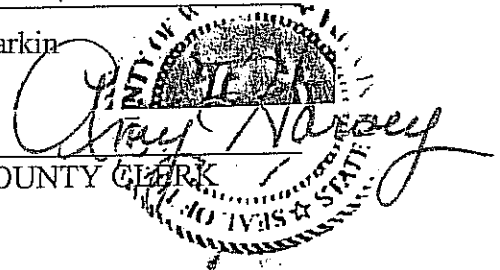
DATE: 3/11/08

WASHOE COUNTY BOARD OF
COMMISSIONERS

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Gray Narvey
WASHOE COUNTY CLERK



DATE: 09-21-07

USER
BY: [Signature]

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$504.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 3/11/08

BY: Robert M Larkin

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amey Hawley
WASHOE COUNTY CLERK



DATE: 8-29-07

USER
BY: [Signature]
Miserand County Sheriff
Approved as to form
[Signature] MESA

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

BOARD OF MINERAL COUNTY
COMMISSIONERS

DATE: 9-10-07

BY:

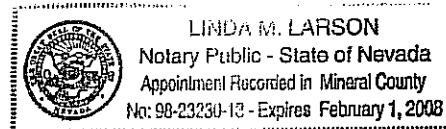
Ed Fowler
CHAIRMAN

State of Nevada

County of Mineral

Signed and affirmed before me on 9/10/2007 by ED FOWLER,
CHAIRMAN

Linda M Larson
Notary



Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$6,228.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

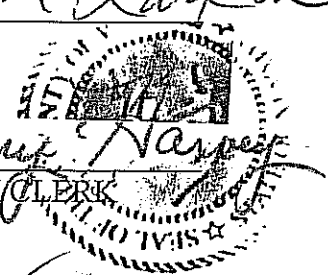
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 3/11/08

BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Amie Harper
WASHOE COUNTY CLERK



DATE: 10/28/07

USER
BY: [Signature]
Subanon, PCSO

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$3,483.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Holey
WASHOE COUNTY SHERIFF

DATE: 3/11/08

WASHOE COUNTY BOARD OF COMMISSIONERS
BY: Robert M Larkin
Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: Debra Harney
WASHOE COUNTY CLERK


DATE: 7/5/07

USER
BY: John G. [Signature]
Stevens Street Co.

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WEST WENDOVER POLICE DEPARTMENT
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 West Wendover Police Department, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$9,083.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: *Michael Healy*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

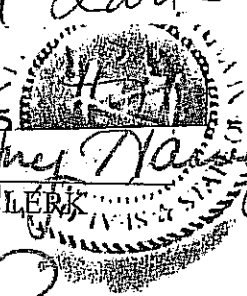
DATE: 3/11/08

BY: *Robert M. Larkin*

Robert M. Larkin
Chairman

DATE: 3.11.08

ATTEST: *Amey Nancey*
WASHOE COUNTY CLERK



DATE: 8/28/07

USER
BY: *[Signature]*

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WHITE PINE COUNTY SHERIFF'S OFFICE
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 White Pine County Sheriff's Office, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$1,948.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4-25-07

BY: Michael D. Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

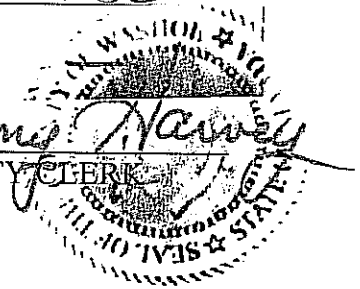
DATE: 3/11/08

BY: Robert M. Larkin

Robert M. Larkin,
Chairman

DATE: 3.11.08

ATTEST: Amey Hawley
WASHOE COUNTY CLERK



USER

DATE: 8/27/07

BY: Don Weiss

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WINNEMUCCA POLICE DEPARTMENT
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 Winnemucca Police Department, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$9,164.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 3/11/08

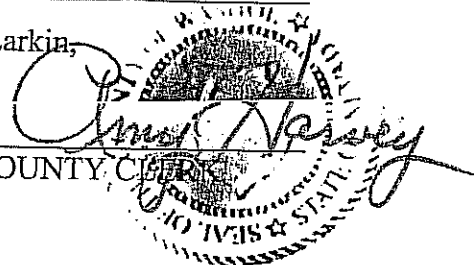
WASHOE COUNTY BOARD OF
COMMISSIONERS

BY: Robert M Larkin

Robert M. Larkin,
Chairman

DATE: 3.11.08

ATTEST: James Nesney
WASHOE COUNTY CLERK



DATE: 08/29/07

USER
BY: Robert D. Anderson

Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
YERINGTON POLICE DEPARTMENT
AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE 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 Yerington Police Department, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2007/2008 USER shall pay to WASHOE a fee of \$1,387.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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A. This Agreement shall be effective as of July 1, 2007 and terminate as of June 30, 2008.

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 an addendum 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: 6-25-07

BY: Michael Haly
WASHOE COUNTY SHERIFF

DATE: 3/11/08


WASHOE COUNTY BOARD OF COMMISSIONERS

BY: Robert M Larkin

Robert M. Larkin,
Chairman

DATE: 3.11.08

ATTEST: Amie [Signature]
WASHOE COUNTY CLERK



DATE: 10-09-07

USER
BY: [Signature]

10/10/07

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Services Provided Under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS
Arson
Laser/ALS Examination
Associate Expert Witness Testimony

EXHIBIT A