

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

TUESDAY

10:00 A.M.

JUNE 26, 2012

PRESENT:

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

Amy Harvey, County Clerk (10:00 to 11:08 a.m.)
Nancy Parent, Chief Deputy Clerk (11:08 to 6:27 p.m.)
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

12-572 AGENDA ITEM 3 – 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.”

Donna Clontz spoke on future funding for Senior Services. She commented that the County’s senior citizen population would explode within the next several years. She suggested a ballot question to propose increasing the Senior Services tax.

Les Smith, Rocky Mountain Elk Foundation, distributed a brochure for the Maison Ortiz Second Annual Youth Outdoors Skills Camp, which was placed on file with the Clerk. He explained that the Camp was for at-risk youths that encouraged outdoor activities and conservation.

Paula Penrod discussed the classification of taxicab drivers within the State as independent contractors, outside of Clark County. She said there were no special licensures, background checks or fingerprint checks to ensure that the drivers were safe. She indicated that Clark County had the Taxi Cab Authority, which had stringent requirements for their drivers and suggested Washoe County explore those requirements.

12-573 **AGENDA ITEM 4 – ANNOUNCEMENTS**

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, suggested that Agenda Item 31 be heard before the consent agenda. Ms. Simon read compliments to County staff that had been received in the Manager’s Office.

Commissioner Jung requested an update on the regulations for taxicabs in Washoe County and how those compared and/or differed to the regulations used by Clark County.

***10:15 a.m.** Commissioner Humke arrived.

12-574 **AGENDA ITEM 5 – HUMAN RESOURCES**

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

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

Essentials of High Performing Teams

Renee Schebler, Planning Technician

Essentials of Management Development

Robert Smith, Field Supervisor

Essentials of Personal Effectiveness

Lyndall MacCowan, Office Assistant III

Jennifer Naranjo, Criminalist II

Essentials of Support Staff

Merlin Jackson, Caretaker

12-575 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: “Proclamation--July 2012 as “Parks and Recreation Month”--Community Services/Regional Parks and Recreation. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Cliff Young, Open Space and Regional Parks Commission Chairman. Mr. Young thanked members of the Open Space and Regional Parks Commission for their commitment and the Board for their Proclamation.

Eric Crump, Operations Superintendent, thanked the Board for joining the National Parks Association in proclaiming July as “Parks and Recreation Month.” The 2012 theme of “Get Wild” encouraged individuals, families, and friends to venture to their local parks and experience the many benefits that were offered.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be adopted.

12-576 AGENDA ITEM 31 – DISTRICT ATTORNEY/FINANCE

Agenda Subject: “Discussion and possible action on application for endorsement of an application to the Nevada Commission on Economic Development for abatement of one or more taxes imposed on personal property and sales taxes for a new business to be located at Reno Technology Park, an area eligible for Community Development Block Grants and therefore qualified for such an application. (All Commission Districts.)”

Greg Ferraro, Project Jonathan, indicated that Apple, Inc. (Apple) intended to locate a data center in an unincorporated area of Washoe County, which would be maintained and operated in Nevada for at least 10 years.

Steve Polikalas, Reno-Sparks Technology Park, commented that the Technology Park was the cleanest, greenest and most efficient data center campus in the world. He appreciated the diligent work in bringing Apple as the first prospective user of the Park. He indicated that Apple would use 350 acres and offered an opportunity for an economic impact on the area. Mr. Polikalas said this would provide an opportunity for the region to change their business model and show the true economic vitality of the region.

Mike Folks, Apple representative, said Apple had been increasing their business especially with the iCloud©, which allowed millions of users to access their services. This data center would use new technology making it one of the most environmentally responsible and clean data centers in the world. Mr. Folks indicated this would be a large construction project and would provide approximately 300 construction jobs beginning in August 2012. He said the commitment to the State, the County and the

City of Reno would be \$400 million over the first four years, \$1 billion over the first 10 years, and he emphasized that Apple sought a 30-year relationship.

Steve Hill, Governor's Office of Economic Development Director, reiterated that the construction process would generate a significant number of construction jobs. This would be a \$70 to \$100 million project with no construction abatements and would lead to an immediate tax benefit throughout the region. The project would create over 230 direct jobs and over 90 indirect jobs, which would be permanent. Mr. Hill felt that the investment would be larger than the anticipated \$1 billion and, as a result of the project, there would be significant tax revenue. He felt that partnering with a brand such as Apple would provide benefits over and above this project. He explained that the tax abatement was through NRS 274 and, if a business was located in an eligible Community Development Block Grant (CDBG) area, a company would be eligible to submit an application through NRS 274 for abatements. He said Apple filed their application with the State, which forwarded the application to the County and, if endorsed, the County was required to post notice for 30 days. He said NRS 274 bound the Office of Economic Development to approve this application if four conditions were met. The four conditions included: that it was in fact a CDBG eligible area; that an agreement be reached with the Office of Economic Development; that the business was registered in the State; and, that they agreed to invest at least \$500,000.

Sheri Mendez, Finance Director, reviewed Table 1, as identified in the staff report, listing the abatement dollars being requested at 85 percent of personal property with no request for abatement of real property. She said the abatement cost to the County was \$6.2 million with the net present value using a discount rate of 3 percent. If the project was approved, the County would receive 15 percent of personal property taxes and an increase in property taxes of \$1.1 million. She said Table 2 showed an impact of Franchise Fee revenues that would come to the County based on the utility usage since a large amount of utility usage would be generated from the data center.

In response to Chairman Larkin, Mr. Hill stated that an example of personal property would be the servers in the data centers.

Mr. Ferraro thanked the Board for this opportunity. He clarified that 10 megawatts would be up by September of 2013.

Paul Lipparelli, Legal Counsel, stated additional materials were distributed to the Board. He noted that Exhibit C was the "Certificate of Endorsement" the Board would be considering and, if endorsed, would be delivered to the State in order for them to act on the application.

The Board members all made disclosures of individuals they had either met with or spoke to concerning this item.

On motion by Chairman Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that the endorsement of the application to the

Nevada Commission on Economic Development for abatement of one or more taxes imposed on personal property and sales taxes for a new business located in the Reno Technology Park, an area eligible for Community Development Block Grants and therefore qualified for such an application be approved. It was further ordered to include the delivery of the Certificate to the State of Nevada.

CONSENT AGENDA

Chairman Larkin requested Agenda Item 7K(8) be removed from the consent agenda and voted on separately.

12-577 AGENDA ITEM 7A

Agenda Subject: “Approve minutes for the Board of County Commissioners' meetings of May 15 and May 22, 2012 and special meeting of May 21, 2012.”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7A be approved.

12-578 AGENDA ITEM 7B

Agenda Subject: “Cancel July 17, 2012 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7B be approved.

12-579 AGENDA ITEM 7C - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2009/2010, 2010/2011, 2011/2012 secured and unsecured tax rolls; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$1,149.37] (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7C be approved, authorized, executed and directed.

12-580 AGENDA ITEM 7D – HEALTH DISTRICT

Agenda Subject: “Approve donation of various obsolete equipment to Desert Research Institute (DRI) with a current market value estimated at \$-0- and execute Resolution necessary for same. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7D be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-581 AGENDA ITEM 7E - LIBRARY

Agenda Subject: “Approve Resolution and Decision of Intent to Sublease declaring Washoe County's Intent and its decision to Lease a portion of the Sierra View Library space located at 4001 South Virginia Street, to the Friends of Washoe County Library as authorized within NRS 244.2835 and other matters properly related thereto; and if approved, direct the Clerk to provide public notice of the Resolution of Decision and Intent, at the next scheduled meeting to allow public comment, as authorized within NRS 244.2835; no fiscal impact. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7E be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-582 AGENDA ITEM 7F – SOCIAL SERVICES

Agenda Subject: “Authorize the Department of Social Services to purchase food for the Child Welfare Permanency Roundtable Meeting which was held June 11, 2012, retroactively utilizing Casey Family Programs funding [not to exceed \$3,000]; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7F be authorized and directed.

12-583 AGENDA ITEM 7G(1) – COMMUNITY DEVELOPMENT

Agenda Subject: “Approve the State of Nevada Manufacturer’s (Brewery and Brew Pub) License, with recommendations contained in the staff report, for Far Opco, LLC dba Brasserie St. James, and if approved, authorize each Commissioner to sign the State of Nevada Application for Manufacturer’s License with direction for the County Clerk to attest the license. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7G(1) be approved, authorized, executed and directed.

12-584 AGENDA ITEM 7G(2) - PARKS

Agenda Subject: “Approve Agreement between Washoe County and the Great Reno Balloon Race, Inc., for an event to be held at Rancho San Rafael Regional Park from September 4-10, 2012. (Commission District 3 and 5.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7G(2) be approved.

12-585 AGENDA ITEM 7G(3) - PARKS

Agenda Subject: “Approve Spanish Springs Cal Ripken Baseball Lighting Project License Agreement between Washoe County and Spanish Springs Cal Ripken Baseball League to install and construct field lighting at Eagle Canyon Park; and if approved, authorize Chairman to execute License Agreement and Mortgagee/Landlord Waiver [no cost to Washoe County; Spanish Springs Cal Ripken Baseball will be responsible for all costs associated with construction of the lighting system and upon completion of the field lighting system, all components will become the property of Washoe County]. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7G(3) be approved, authorized and executed.

12-586 AGENDA ITEM 7G(4) - PARKS

Agenda Subject: “Accept cash donations [\$29,402.89] from various businesses, organizations and individuals and acknowledge in-kind donations for Regional Parks and Open Space programs and facilities; direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the various businesses, organizations and individuals for their generous donations.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7G(4) be accepted and directed.

12-587 AGENDA ITEM 7G(5) – PUBLIC WORKS

Agenda Subject: “Accept grant [\$94,922 - no match required] from the Federal Highway Administration Office of Safety through the State of Nevada Department of Transportation for signing and striping infrastructure improvements to create safe routes to school; and if accepted, approve Cooperative (Local Public Agency) Agreement (Washoe County SRTS Equipment Purchase) between the County of Washoe and Nevada Department of Transportation effective through 11/30/2013 or upon completion of improvements; authorize the Director of Public Works to sign all subsequent documents and reports associated with this grant; authorize the Finance Department to make the appropriate budget adjustments and authorize the Public Works Department to prepare contract documents and bid the project. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7G(5) be accepted, approved, authorized and executed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

12-588 AGENDA ITEM 7H(1) - FINANCE

Agenda Subject: “Approve an amendment to the fund balance policy for the General Fund to set minimum fund balance levels for the purposes of stabilization at 1.5% of expenditures and other uses excluding material one-time expenditure items as determined by the Finance Director. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7H(1) be approved.

12-589 AGENDA ITEM 7H(2) - FINANCE

Agenda Subject: “Notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within the County Commissioners, County Manager, Health Benefits and County Clerks approved department budget for Fiscal Year 2011-2012 (no fiscal impact). (All Commission Districts.)”

Chairman Larkin questioned a budget adjustment occurring at such a late date. Katy Simon, County Manager, replied that statute prohibited governments from exceeding a travel expenditure line item. She explained that every other line item in departmental budgets had the ability to manage to the bottom line of their budgeted resources. She said statute indicated that a travel account could only spend the exact amount budgeted. She remarked that those budgeted resources were being flexed from other accounts within those departments.

Chairman Larkin asked if these were anticipated items. In regard to the Clerk’s Office, Amy Harvey, County Clerk, replied it was an unanticipated expense. She explained that she was misinformed about the travel budget and thought it had been eliminated. She had since found out otherwise and requested the funds; however, the staff member did not attend the conference so the funds were not needed. Chairman Larkin asked if those funds still needed to be processed. Ms. Harvey indicated that the funds would be processed for the next budget year in order for better planning. Ms. Simon clarified that the funds would be reverted to the General Fund’s fund balance.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7H(2) be approved.

12-590 AGENDA ITEM 7I(1) – MANAGER/GRANT ADMINISTRATOR

Agenda Subject: “Approve transfer of Special Purpose grant funds [\$58,328] from Community Support to Social Services to improve access to basic health care for residents of the Gerlach area; and approve the expenditure of the Fiscal Year 2012 Gerlach Special Purpose grant funds [\$49,300] for an emergency generator for the Gerlach Volunteer Fire Department, a new stove for the Gerlach Senior Center and increased van trips between Gerlach and Reno for medical appointments and basic needs; direct the Finance department to make the appropriate budget adjustments; and direct \$37,000 of these funds into capital expenses. (Commission District 5.)”

Commissioner Weber was concerned since she had not heard from the Gerlach community about the funds being spent for an emergency generator. Katy Simon, County Manager, commented that staff had worked hard in an attempt to establish a clinic in the Gerlach area. However, the decision was made to not fund the clinic this year. The community assessment was used and, with the community's input, the Gerlach Volunteer Fire Department asked for the generator. If the money and expenditure were not approved, it would be returned. Ms. Simon noted that transportation had been organized to bus citizens from Gerlach to the City of Reno for medical appointments and staff would work closely with the community for Fiscal Year 2012/13.

Commissioner Weber would have preferred some feedback in order to have contacted citizens to ensure they were in favor of funds going to the Volunteer Fire Department. Ms. Simon commented if the Board would rather have staff work on other sources of funding for the generator that could be done.

In an attempt to set up the clinic, Kevin Schiller, Social Services Director, said staff had gone through multiple issues in terms of facilitating permits. He explained the clinic that existed prior to this time was in violation of State requirements, which in turn created barriers for WestCare, the agency that would have fulfilled the services. In addition to the transport being provided, he said a nurse practitioner and a registered nurse would provide mobile outreach to the Gerlach community. He indicated that a pilot project was being conducted to establish the primary needs as well as telemedicine through Renown Medical Center.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7I(1) be approved and directed.

12-591 AGENDA ITEM 7I(2) – EMERGENCY MANAGEMENT

Agenda Subject: “Accept a 2012 State Emergency Response Commission (SERC), Hazardous Materials Emergency Preparedness (HMEP), Mid-Cycle Training grant [\$17,831, no match required]; and if accepted, authorize Chairman to execute Resolution to subgrant funds to other governments and nonprofits which make up Local Emergency Planning Committee and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with Local Emergency Planning Committee members and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7I(2) be accepted,

authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-592 AGENDA ITEM 7I(3) - MANAGER

Agenda Subject: “Reappoint John Howitt (retroactively) to the Airport Noise Advisory Panel, with a term to expire May 31, 2014. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that John Howitt be reappointed (retroactively) to the Airport Noise Advisory Panel, with a term to expire May 31, 2014.

12-593 AGENDA ITEM 7I(4) – MANAGER

Agenda Subject: “Approve Agreement for Provision of Legal Services to Indigent Defendants between the County of Washoe and Washoe Legal Services [not to exceed \$60,000] for a six-month pilot period effective July 1, 2012, with the option to renew for an additional term. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7I(4) be approved.

12-594 AGENDA ITEM 7J(1) – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$516] for the period of April 1, 2012 through May 31, 2012 for the fourth quarter year-to-date of Fiscal Year 2011/12; and if accepted, direct the Finance Department to make the appropriate budget adjustments. (All Commissions Districts.)”

On behalf of the Board, Commissioner Jung thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7J(1) be accepted and directed.

12-595 AGENDA ITEM 7J(2) – SENIOR SERVICES

Agenda Subject: “Accept an amendment to an existing grant agreement from the Nevada Affordable Housing Assistance Corporation for the Hardest Hit Foreclosure Mitigation Counseling Grant to allow for additional services and reimbursement; and if approved, authorize the Chairman to sign the amendment. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7J(2) be accepted, approved, authorized and executed.

12-596 AGENDA ITEM 7J(3) – SENIOR SERVICES

Agenda Subject: “Approve reappointment of Karen Davis to the Washoe County Senior Services Advisory Board for the term of July 1, 2012 through June 30, 2016. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Karen Davis be reappointed to the Washoe County Senior Services Advisory Board for the term of July 1, 2012 through June 30, 2016.

12-597 AGENDA ITEM 7K(1) - SHERIFF

Agenda Subject: “Accept donation [\$1,015] from the sale of Citizen Corps Challenge Coins to be utilized for the Community Emergency Response Team Program and if approved; authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the donors for their generous donation.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(1) be accepted, approved and authorized.

12-598 AGENDA ITEM 7K(2) - SHERIFF

Agenda Subject: “Accept various military surplus equipment [overall estimated value \$238,599] donated to the Washoe County Sheriff's Office (WCSO) to be utilized to support DRT (Detention Response Team), K9 Units, and SWAT (Special Weapons and Tactics) units of WCSO. This equipment was obtained at no charge to the County from the military. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the military for their generous donation.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(2) be accepted.

12-599 AGENDA ITEM 7K(3) - SHERIFF

Agenda Subject: “Authorize non-county employee’s expenses for contract training services, per diem, and travel [approximately \$2,763 funded through a National Institute of Justice Grant], for course instructor Ms. Kelly Beatty, Parentage Laboratory Supervisor with Marshall University Forensic Science Center in Huntington, West Virginia. The training will be for the entire Biology Section of the Forensic Science Division from August 23 through 24, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(3) be authorized.

12-600 AGENDA ITEM 7K(4) - SHERIFF

Agenda Subject: “Authorize the Purchasing Department to release an Invitation to Bid for Off-Site Cold Food Storage, on behalf of the Washoe County Sheriff's Office, for a term of two years commencing September 1, 2012 with the provision for one successive annual renewal option [estimated annual cost \$34,800]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(4) be authorized.

12-601 AGENDA ITEM 7K(5) – SHERIFF

Agenda Subject: “Accept Additional Justice Assistance Grant Award [\$594.98 no cash match] from the State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Multi-Jurisdictional Gang Unit Task Force to cover overtime costs associated with the gang task force project; grant # 11-JAG-25; and if accepted, direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(5) be accepted and directed.

12-602 AGENDA ITEM 7K(6) - SHERIFF

Agenda Subject: “Authorize transfer from Contingency Account to the Washoe County Sheriff’s Office budget [\$46,500] to cover Fiscal Year 2011/12 salaries and benefits and training expenses associated with the hiring of the six full time Communication Specialists hired to support fire services dispatch; and if approved, direct Finance Department to make the appropriate personnel and budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(6) be authorized, approved and directed.

12-603 AGENDA ITEM 7K(7) - SHERIFF

Agenda Subject: “Approve Interlocal Agreement between Washoe County, on behalf of the Washoe County Sheriff’s Office and the City of Reno, on behalf of the Reno Emergency Communication Division, for Dispatch Transition Services, required for a safe transition of emergency call-taking services related to dispatching for July 1, 2012 to December 31, 2012 [\$96,000]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7K(7) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

Agenda Subject: “Approve Forensic Services Contracts between Washoe County via Washoe County Sheriff’s Office Forensic Science Division and various Local Law Enforcement Agencies: Carlin Police Department [\$1,500]; Carson Sheriff’s Office [\$36,377]; Churchill County Sheriff’s Office [\$33,363]; Douglas County Sheriff’s Office [\$37,104]; Elko County Sheriff’s Office [\$48,854]; Elko Police Department [\$33,966]; Eureka County Sheriff’s Office [\$3,000]; Fallon Police Department [\$21,953]; Humboldt County Sheriff’s Office [\$14,233]; Lander County Sheriff’s Office [\$5,875]; Lovelock Police Department [\$2,164]; Lyon County Sheriff’s Office [\$50,090]; Mineral County Sheriff’s Office [\$4,329]; Nevada Department of Wildlife [\$2,010]; Pershing County Sheriff’s Office [\$12,986]; Reno-Sparks Indian Colony Police Department [\$3,000]; Sparks Police Department (2 year agreement) Fiscal Year 2012/13 [\$249,500], Fiscal Year 2013/14 [\$279,500]; Storey County Sheriff’s Office [\$13,677]; Truckee Meadows Community College Police Department [\$3,000]; Washoe County School Police Department [\$16,078]; Western Shoshone Tribal Police Department [\$3,000]; West Wendover Police Department [\$15,460]; White Pine County Sheriff’s Office [\$7,838]; Winnemucca Police Department [\$33,703]; Yerington Police Department [\$3,000]; for Forensic Laboratory Analysis Service fees for the term July 1, 2012 to June 30, 2013 with an [income of \$656,040]. (All Commission Districts.)

Chairman Larkin commented that this was a large list; however, the City of Reno was missing and inquired about that omission and about dispatch services for forensic services exchange with the City. Undersheriff Todd Vinger replied that the City still dispatched everything from Interstate 80 (I-80) north since the Washoe County Sheriff’s Office (WCSO) did not have that capacity at the present time. Chairman Larkin inquired on the value of that service. Undersheriff Vinger stated about five dispatchers and a supervisor would be needed to cover that area at a cost of approximately \$500,000 and would allow the WCSO the capacity to pick up the other half of the dispatching services. He explained that the current billing for the City for forensic services was \$1,462,827. Undersheriff Vinger explained in 1989 there was an Exchange of Service Agreement between the City and the County with an addendum in 2007 to continue that Agreement. However, it had been stated that the Agreement could not be continued because the WCSO did not have the authority to continue that Agreement since it was made between the City Council and the County Commission. He said it was now a month-to-month Agreement until the issue could be addressed by the Board and the City Council.

Katy Simon, County Manager, said there were other features to the Agreement that the County requested, but were not satisfactory to the City. The County wanted to ensure that access to data and reporting were included; however, committing to those performance agreements was not approved by the City.

Commissioner Breternitz said it had previously been discussed to ask the WCSO for options on the best way to move forward with this Agreement.

Undersheriff Vinger said the complication was not having enough dispatchers to pick up the workload to dispatch north of I-80. If those dispatchers were available, he said then both entities could begin to draft another agreement. Chairman Larkin understood the logic of the credit, but there was still the \$1 million not received for services being rendered. He asked when the options would be brought back to the Board. Undersheriff Vinger said the WCSO was mandated based on an agreement that had been approved 24 years ago. It was a legal opinion as to whether or not the other portion could be billed on an agreement that was written 24 years ago stating it was an even exchange of service.

In 2007, Undersheriff Vinger said it was the intent of the WCSO to determine the true costs of the lab and, from 2007 on, the fees had been increased for all those agencies. He indicated that the staff report showed the true cost to those agencies that used the services.

Chairman Larkin requested an update be agendaized for a July meeting. Commissioner Breternitz recalled that the WCSO was given a couple of months for those options to be submitted. Chairman Larkin would still prefer a progress report be given to the Board in July.

In response to an inquiry from Commissioner Humke, Renee Romero, Forensic Science Division Director, explained that the costs were based on each individual agencies use of the laboratory services, averaged over a three-year period, and then based on that average a value was established. Commissioner Humke said if one entity received services, but was not paying was there a provision to continue to provide those services. Undersheriff Vinger stated the services would continue to be provided in the best interest of public safety as well as the ability for the prosecution of a case. He said that would fall under a legal opinion as to whether the WCSO would comply with the original 1989 Agreement. He emphasized there was also a separate toxicology component and noted that the City paid 100 percent of all toxicology bills as did the other entities. In an agreement with the State for breath alcohol testing, the County took over the northern part of the State and was reimbursed 100 percent pursuant for the Driving Under the Influence (DUI) Breath Alcohol program.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7K(8) be approved. The Agreements for same are attached hereto and made a part of the minutes thereof.

11:22 a.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

11:45 a.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners.

12-605 **AGENDA ITEM 9 – COMMUNITY SERVICES/WATER RESOURCES**

Agenda Subject: “Discussion and possible direction to the Department of Water Resources staff regarding the STMGID’s decision to plan for and possibly establish the STMGID as an independent water utility and any possible effects on the support services provided by the Department of Water Resources. To be heard after Agenda Item #8.”

Rosemary Menard, Acting Community Services Director, explained that this item was submitted as a placeholder in the event the Board gave the Department of Water Resources (DWR) any direction. She indicated that DWR had been working with the citizens group in order to help with the scoping process.

Chairman Larkin commended Ms. Menard for her detailed e-mails and for spearheading the conversation.

In response to the call for public comment, Steve Cohen, Local Managing Board (LMB) Chairman, commented that the Board had directed DWR to stop managing the LMB, therefore the LMB had not had any meetings. He said some support was needed from the County and DWR to schedule a meeting in order for the LMB to hire a General Manager. Since they paid for all their services, he requested the Board allow some lead way to the LMB.

Chairman Larkin said that request would be included as part of the activities brought to the Board on July 10, 2012.

12:22 p.m. Commissioner Humke left the meeting.

There was no action taken on this item.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 14, 15, 16, 17, 21, 22, 23, 24, 25 and 30.

12-606 **AGENDA ITEM 14 - PURCHASING**

Agenda Subject: “Recommendation to Award Invitation to Bid No. 2814-12 for Landscaping Maintenance and Snow Removal Services, to the lowest, responsive, responsible bidder, National Landscape, [estimated annual amount of \$100,918.80] for landscaping services plus actual expenses incurred for snow removal services, on behalf of the Facility Management Division of the Public Works Department, and authorize the Purchasing and Contracts Manager to execute a two year agreement,

effective 7/1/12 through 6/30/14, with a single one-year renewal option, at the discretion of the County. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 14 be awarded, authorized and executed.

12-607 AGENDA ITEM 15 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Director of Social Services to accept a Victim of Crime Act (VOCA) grant [\$272,400, total grant award is \$340,500 with a 25 percent match, \$68,100 required] from the State Division of Child and Family Services (DCFS) to provide direct services to victims of child abuse and/or domestic violence, for grant period from July 1, 2012 through June 30, 2015; and if approved, authorize the Chairman to execute an agreement with the Committee to Aid Abused Women to perform services outlined in the VOCA grant [\$68,750] annually to provide direct services to victims; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 15 be authorized, approved, executed and directed.

12-608 AGENDA ITEM 16 – DISTRICT COURT/SOCIAL SERVICES

Agenda Subject: “Recommendation to approve the Professional Services Agreement for Drug/Alcohol Rehabilitation Services Washoe County Adult Drug Court between Washoe County, Second Judicial District Court, Washoe County Department of Social Services and Bristlecone Family Resources [\$466,560] for the period July 1, 2012 to June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 16 be approved.

12-609 AGENDA ITEM 17 – DISTRICT COURT

Agenda Subject: “Recommendation to approve Professional Services Agreement for Adult Drug Court and Diversion Court Drug Testing Services between the District

Court, Washoe County, and Case Management Services (CMS), [\$130,370] supported by AB 29 funds and fees, plus actual cost of tests administered for the period July 1, 2012 to June 30, 2013. The total cost of the twelve-month Agreement may not exceed \$244,132. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 17 be approved.

12-610 AGENDA ITEM 21 - MANAGER

Agenda Subject: “Recommendation to authorize the transfer of budget authority from the Contingency account to the Conflict Counsel budget [not to exceed \$600,000]; and if authorized, direct the Finance Department to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

12-611 AGENDA ITEM 22 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to award a bid and approve the agreement for the 2012/2013 Cold In-Place Recycling of Selected Streets to Southwest Civil Constructors, LLC, the lowest responsive, responsible bidder [\$3,590,150 - funding source is the Roads Special Revenue Fund 216]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 22 be awarded and approved.

12-612 AGENDA ITEM 23 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to award a bid and approve the Agreement for the Longley Lane Roads Division Environmental Compliance Improvements project to Horizon Construction, Inc. the lowest responsive, responsible bidder [\$293,700 - funding source -Capital Improvement Fund]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 23 be awarded and approved.

12-613 AGENDA ITEM 24 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to approve Third Funding Agreement Amendment between the State of Nevada Acting By and Through its Division of State Lands and the Conservation and Resource Protection Grant Program (SQ-1) and Washoe County Department of Regional Parks and Open Space for Lake Tahoe Bike Path System–Feasibility Study, Phase II & III, EIS Study Level and Construction by extending the grant period and increasing the grant award [by \$375,885]; and if approved, authorize the Regional Parks and Open Space Acting Director to execute all appropriate grant related documents. (All Commission Districts.) To be heard before Agenda Item #25.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 24 be approved, authorized and executed.

12-614 AGENDA ITEM 25 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to approve Amendment #1 to the November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding Agreement between the Tahoe Regional Planning Agency and the Washoe County Department of Regional Parks and Open Space, by extending the contract period and increasing the project by [\$375,885]. (All Commission Districts.) To be heard after Agenda Item #24.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 25 be approved.

12-615 AGENDA ITEM 30 - FINANCE

Agenda Subject: “Recommendation to approve General Fund Contingency Transfer to clear contra amounts in department budgets [\$481,000] for the Judicial Function; and approve transfer of appropriations from the Other Restricted Special Revenue Fund to the General Fund [\$472,586] in order to comply with the Administrative Assessment Fee policy adopted by the Board; and acknowledge staff report advising the Board of Fiscal Year 2011/12 cross-function budget adjustment to clear concession contra amounts in the department budgets [\$1,650,735] for the

Public Safety Function from the General Government Function; and direct the Finance Department to make the appropriate budget adjustments prior to June 30, 2012 pursuant to NRS 354.598005. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, which motion duly carried, it was ordered that Agenda Item 30 be approved, acknowledged and directed.

12:25 p.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

The following item only (Agenda Item #11) will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and the Washoe County Board of Commissioners. (Agenda Item #9 on the Truckee Meadows Fire Protection agenda).

12-616 AGENDA ITEM 11 – FIRE SERVICES

Agenda Subject: “Consideration of approval of an Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff’s Office and the Truckee Meadows Fire Protection District for dispatch services [not to exceed \$525,000 for Fiscal Year 2012/12]. (All Commission Districts.)”

12:36 p.m. Commissioner Humke returned to the meeting.

Commissioner Jung recalled that the District would contract with the City of Reno for dispatch services. Fire Chief Charles Moore explained that had been proposed, but those negotiations had failed and, therefore would be dispatching would be through the Washoe County Sheriff’s Office (WCSSO).

Katy Simon, County Manager, stated that the Board had approved the initiation of the contract, the hiring of six dispatchers and the plan for some transitional support from the North Lake Tahoe Fire Protection District (NLTFPD) between the WCSSO and the Truckee Meadows Fire Protection District (TMFPD). She said there was a companion item on the Board of County Commissioner’s agenda for a contract between the WCSSO and the City of Reno to provide assistance and support from the City during the transition time.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12:40 p.m. The Board also convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:55 p.m. Chairman Larkin left the meeting during the SFPD meeting and Vice Chairperson Weber assumed the gavel.

12:58 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and remained convened as the SFPD Board of Fire Commissioners. Commissioner Humke returned to the meeting during the TMFPD meeting.

1:10 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

12-617 AGENDA ITEM 13 - APPEARANCE

Agenda Subject: “Karen Mullen, Consultant and Project Manager for Tahoe Transportation District State Route 28 Corridor Management Plan. Presentation and update concerning Tahoe Transportation District Nevada SR 28 Corridor Management Plan; and, recommendation to approve Nevada State Route 28 Corridor Management Plan Project Charter Agreement between Washoe County, Tahoe Regional Planning Agency, Nevada Department of Transportation, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Highway Patrol, Incline Village General Improvement District, Carson City Regional Transportation Commission, Douglas County, Washoe Tribe, United States Forest Service Lake Tahoe Basin Management Unit and the Federal Highway Administration (no fiscal impact). (All Commission Districts.)”

Karen Mullen, Consultant and Project Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the project and location, the Corridor Management Plan, cooperation of local agencies, the present situation, the 2012 Corridor enhancements, the East Shore Express, and the future of the Corridor.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 13 be accepted and approved.

12-618 AGENDA ITEM 38 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

1:22 p.m. On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that the meeting recess to a closed session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.

3:30 p.m. The Board reconvened with Commissioners Humke and Weber absent. Chairman Larkin assumed the gavel.

12-619 AGENDA ITEM 18 - MANAGER

Agenda Subject: “Recommendation to appoint two individuals to the Washoe County Advisory Board to Manage Wildlife, with terms to expire July 1, 2015. (All Commission Districts.)”

In response to the call for public comment, applicant Michelle Spencer stated she was a 5th generation Nevadan and was a strong supporter of the wildlife in the State.

Rex Flowers said he was currently a member of the Advisory Board to Manage Wildlife and voiced support for applicant Sean Shea.

John Reed stated he was also a member of Advisory Board to Manage Wildlife and lent his support to Michelle Spencer.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioners Humke and Weber absent, it was ordered that Sean Shea and Michelle Spencer be appointed to the Washoe County Advisory Board to Manage Wildlife, with terms to expire July 1, 2015.

12-620 AGENDA ITEM 19 – MANAGER/COMMUNITY RELATIONS

Agenda Subject: “Discussion and possible clarification of direction regarding holding Citizen Advisory Board meetings in July or August 2012, and possible appointments to Citizen Advisory Boards at the July 10, 2012 Commission meeting if necessary. (All Commission Districts.)”

3:35 p.m. Commissioner Weber arrived.

Katy Simon, County Manager, commented during the June 12, 2012 Commission meeting a discussion ensued where direction was given to hold Citizen Advisory Board (CAB) meetings for the next cycle being either July or August. The challenge was that many of the CAB’s did not have a quorum or enough members appointed in order to hold those meetings. In order to fulfill the Board’s direction, it was recommended to hold 14 Community Forums, in lieu of CAB meetings, at or near the same time and date of the normally scheduled CAB meetings. The Forums would be

focused on gathering feedback on citizen engagement and CAB structure. Ms. Simon said the meetings would be facilitated by staff, and contracted recording secretaries would provide assistance with gathering and summarizing the community input.

3:37 p.m. Commissioner Humke arrived.

Commissioner Weber asked if it was the intent to hold the Community Forums, use the amount of CAB members still available, and if previous CAB members could be invited. Ms. Simon explained that anyone in the community would be invited to attend and the meetings would be held at the same time and place of the regularly scheduled CAB meetings.

Commissioner Weber said CAB meetings typically held during July and August had few members attend due to vacations and other summer activities. She asked if citizens who would have been appointed to the CAB's would still be appointed so they could be a part of the conversation. Ms. Simon clarified that any citizen could be a part of the conversation; however, votes would not be taken during the Community Forums. She noted there were not enough applicants and she urged the Board not to direct staff to attempt to fill those CAB seats. Ms. Simon said it sent a mixed message to a perspective CAB member to appoint them for one meeting and then go on hiatus and suspend the CAB's.

Commissioner Weber said members from CAB's in District 5 were angry, but the general public was in support of Community Forums and redesigning the structure of CAB's. Ms. Simon assured that everyone would be notified and a meeting of each CAB would be coordinated between now and the end of September, at their discretion, to discuss the future of citizen engagement. Commissioner Weber suggested a survey or questions be established for those meetings.

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

12-621 AGENDA ITEM 20 - MANAGER

Agenda Subject: "Introduction and first reading of an Ordinance Amending Chapter 21 (Miscellaneous and Additional Taxes) of the Washoe County Code adding a new section imposing an addition fee on the recording of certain documents by the County Recorder with the Proceed used to provide legal services for abused and neglected children; and providing for other matters properly relating thereto. (All Commission Districts.)"

Katy Simon, County Manager, explained that this was pursuant to the budget discussions about the imposition of a fee to support the representation of children. She said the funding for the representation of children would be increased by approximately \$90,000.

Chairman Larkin said AB 192 granted the Board of County Commissioners (BCC) the authority to impose additional fees on certain documents by the County Recorder. In all other instances when a fee was imposed there needed to be a logical nexus and asked if Legal Counsel had an opinion or could provide some assurance of a logical nexus between certain documents.

Paul Lipparelli, Legal Counsel, said the question involved the distinction between fees and taxes. He said the courts indicated it did not matter what it was called, but mattered how it operated. The test that the Nevada Supreme Court's endorsement for determining whether something was a fee, which involved the use of a body's regulatory power, was in the Clean Water Coalition case. In that case it was stated, "where the charge applies to direct beneficiary of a particular service is allocated directly to defraying the costs of providing the service and is reasonably proportionate to the benefit received." Mr. Lipparelli said that was the nexus being questioned, which had to be present if a public body was going to impose a fee pursuant to their regulatory powers. In the absence of meeting those prongs of the test, there were the potential infirmities with the imposition of the fee. Mr. Lipparelli felt the authority given to the BCC to impose what they called the "fee" on the recording of documents was really a tax. This was because the purpose was primarily raising revenue and was not the use of a regulatory power by a government, which usually gave rise to analysis whether there was a nexus between the fee and the power that was being used. In this instance, he felt the Legislature meant to say that county recorders could impose a charge on the recording of documents and that the money raised from that charge was earmarked for this specific purpose. He was not familiar with the Legislative Council Bureau (LCB) legal analysis for this, but felt confident if there was a challenge made to the charging of this fee, it would be defensible as a revenue raising charge more in the realm of a tax.

Chairman Larkin said he was apprehensive because AB 192 was passed prior to the ruling on the Clean Water Coalition. He indicated this also had to do with the Truckee River Flood Authority, the implications of fees and rates as possible taxes, and how those were expended. He felt it would be foolhardy for the BCC to move forward without a full opinion from the LCB in light of the Clean Water Act. He said if legal advice was taken to state this was a tax and not a fee, where did that leave the Board in terms of plain language of Legislative enactment. Before a first reading, he suggested the Board seek a LCB opinion about the fee versus the tax and request a formal opinion in order to have strength and merit so not to jeopardize the flood project.

Commissioner Humke was unsure to which entity the legal question should be posed. He said a LCB opinion was at one end of the spectrum, a Nevada District Court or Supreme Court opinion was at the other end of the spectrum, and, in the middle, would be a Nevada Attorney General's (AG) opinion. He felt an AG opinion was stronger and could carry more value. Commissioner Humke indicated that Clark County had already implemented this piece of legislation and had begun to collect the tax on their recorded documents.

Commissioner Breternitz recalled that the revenues generated by this ordinance would replace some funds that the County changed the allocation to as part of the budgetary process. Ms. Simon stated that was correct. She explained that funding was reduced in this area and was replaced and exceeded with this new revenue source, which was in lieu of reducing the budget for the Public Defender and the Alternate Public Defender. John Berkich, Assistant County Manager, added that an amended contract with Washoe Legal Services was proposed with a new three-year agreement reducing the amount of that contract by \$213,000, adding in place this fee, which was estimated to generate \$300,000 and then a net to the program would be estimated between \$80,000 and \$100,000, thereby expanding the resources and representation of children.

Commissioner Humke stated AB 192 was not a discretionary part of the ordinance, but directed where the fees were attached and spent. He said this was a valid purpose for which that was intended and not a discretionary act.

Chairman Larkin stated when the law was passed, the Clean Water Act had not been adjudicated, which now made clear the difference between taxes and fees. He said this appeared to place the BCC in peril in moving forward especially for the Flood Project in relation to the fees and tolls. He felt it was prudent to receive a legal opinion from the AG to have a basis to distinguish between this and the Flood Project's tolls and fees.

Mr. Lipparelli explained the lengthy process to receive a legal opinion from the Attorney General.

Commissioner Humke favored the attachment of this fee sooner rather than later so the fees could begin to accumulate and begin the important function of representation for the affected children. As a practical matter, a LCB opinion was quicker, but Attorney General opinions could take months, which was not a good situation for the purpose this revenue.

Commissioner Humke moved to proceed with the introduction and first reading of this ordinance and authorized the Chairman to call for a first reading. Commissioner Breternitz seconded the motion. The motion passed on a 4 to 1 vote, with Chairman Larkin voting "no."

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1672.

Bill No. 1672, entitled, "AN ORDINANCE AMENDING CHAPTER 21 (MISCELLANEOUS AND ADDITIONAL TAXES) OF THE WASHOE COUNTY CODE ADDING A NEW SECTION IMPOSING AN ADDITIONAL FEE ON THE RECORDING OF CERTAIN DOCUMENTS BY THE COUNTY RECORDER WITH THE PROCEEDS USED TO PROVIDE LEGAL SERVICES FOR ABUSED AND NEGLECTED CHILDREN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Humke, and legal notice for final action of adoption was directed.

Chairman Larkin requested Mr. Lipparelli research the points outlined and return those findings to the Board during the second reading of the Ordinance.

12-622 AGENDA ITEM 26 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Development Code Amendment Case Number DCA12-001 (Caretaker's Residence) - Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 110, Article 302, Allowed Uses, and Article 304, Use Classification System, to define and allow a "Caretaker's Residence - Attached" and (with an administrative permit) "Caretaker's Residence - Detached" in industrial developments and providing for other matters properly relating thereto. (All Commission Districts.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1673.

Bill No. 1673, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110, ARTICLE 302, ALLOWED USES, AND ARTICLE 304, USE CLASSIFICATION SYSTEM, TO DEFINE AND ALLOW A “CARETAKER’S RESIDENCE – ATTACHED” AND (WITH AN ADMINISTRATIVE PERMIT) “CARETAKERS RESIDENCE – DETACHED” IN INDUSTRIAL DEVELOPMENTS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Breternitz, and legal notice for final action of adoption was directed. It was noted that the public hearing would be set for July 24, 2012 at 6:00 p.m.

12-623 AGENDA ITEM 27 - COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Presentation, discussion and possible direction on the Fundamental Review Project concerning expanded use of the administrative enforcement code and processes, potential County Code changes resulting from the project, and suggestions on soliciting public review and comment on any proposed code changes. (All Commission Districts.) To be heard before Agenda Item #28.”

Bob Webb, Planning Manager, said staff sought direction to seek changes to the Administrative Enforcement Ordinance. He said the proposed changes were on pages five and six of the staff report. If the Board introduced the changes to the ordinance, staff requested direction and suggestions on the public process for reviewing those amendments.

Chairman Larkin asked if this was the continuation of the process that began with the Code review. Mr. Webb stated that was correct. Based on the experience in using the Administrative Enforcement Ordinance and, the changes adopted in Chapter 55, staff arrived at the proposed recommendations mirroring the two processes and

arriving at an administrative process that had strengths inherent in Chapter 55, outlined in Chapter 125 and then streamlining the actual Administrative hearing process. He said the next step would be for the District Attorney's Office to work and formulate those changes and then staff would conduct the public review process.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 27 be accepted.

12-624 AGENDA ITEM 28 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve request by Community Services Department through the County Clerk to initiate proceedings to amend Washoe County Code (Chapter 125 – Enforcement; Remedies; Penalties and Chapter 55 – Animal and Fowl) to modify the current administrative enforcement process in WCC Chapter 125 to be similar to the administrative enforcement processes in WCC Section 55.800, to refine other portions of the administrative enforcement processes in WCC Chapter 125, and to remove the sections of WCC Section 55.800 now contained within WCC Chapter 125; and, direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Sections 2.030 and 2.040. (All Commission Districts.) To be heard after Agenda Item #27.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 28 be approved and directed.

12-625 AGENDA ITEM 29 – COMMUNITY SERVICES

Agenda Subject: “Presentation on status of work to create the Community Services Department and discussion and possible direction to staff on the recommended organizational structure and leadership roles for the Washoe County Community Services Department, which consolidates the County's Building and Safety, Community Development, Public Works, Regional Parks and Open Space and Water Resources Departments. (All Commission Districts.)”

Rosemary Menard, Acting Community Services Director (CSD), conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the building of a new organization; progress made since October 2011; CSD opportunities; addressing organizational structure and leadership roles; draft CSD Organizational Chart; structural models considered; Cross-functional projects, programs and initiatives; leadership role summaries, and the next steps. She noted that

the leadership roles would be brought before the Board on July 24th for action and that the positions would be filled through an internal process.

Katy Simon, County Manager, thanked Ms. Menard for all the hard work and energy that went into producing a new agency that was so complex. Ms. Menard thanked her staff and said all the staff was engaged in the process.

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

12-626 AGENDA ITEM 32 – TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Agenda Subject: “Presentation and update on the Truckee River Flood Management’s Authority Workshop results regarding project priorities, strategies, timelines and schedules. (All Commission Districts.)”

Jay Aldean, Truckee River Flood Project Management Authority (TRFMA) Director, conducted a PowerPoint presentation on the Five-Year Planning Strategy and Workshop, which was placed on file with the Clerk. The presentation included the four critical processes, objectives of a revised Locally Preferred Plan (LPP), two paths to construction, summary of individual path benefits, cash flow supported timelines, capital projects, and changes to professional services.

Chairman Larkin asked if there were any additional comments about the fees and rates. Mr. Aldean replied he was worried and said his new motto was “leave nothing to chance.” He said the rates were critical and were being handled by legal counsel. Mr. Aldean said the idea was being explored if the need arose to return to the Legislature and firm up the case by receiving additional concessions.

Chairman Larkin stated that the transfer would occur on June 28, 2012. Commissioner Humke said this was a great assessment and was great news.

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

12-627 AGENDA ITEM 33 – MANAGEMENT SERVICES

Agenda Subject: “Update and discussion on the 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

Lisa Gianoli, Lobby Team Member, reported on a meeting held June 18, 2012 to discuss the key issues that had been identified. She reviewed the Memorandum of Understanding (MOU) Timeline Extension and discussed the First Tier Distribution

and Base Treatment. Currently, the Base was the prior year actual less any supplemental amount and adjusted by the Consumer Price Index (CPI). Also discussed by the Committee were treating Enterprise Districts, forecast assumptions, annual base adjustment, and excess factors.

Chairman Larkin inquired on the focus or role the City of North Las Vegas had since declaring a State of Emergency. Ms. Gianoli confirmed that North Las Vegas had declared a State of Emergency, which allowed them to undo some of their labor agreements, but noted they were still active in Consolidated Tax (C-Tax) discussions. Chairman Larkin asked what conversations were occurring with some of the other counties, especially Elko County. Ms. Gianoli said Elko County had been engaged in the discussions and were monitoring the outcomes.

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

12-628 AGENDA ITEM 34 - MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Cory Cassazza, Chief Information Technology (IT) Manager, reported that the Shared Services Committee met on June 19, 2012. He said staff reports were provided and reviewed for Purchasing, Human Resources and IT in regard to recommendations made by the Matrix Study.

Mr. Cassazza said the joint permitting and licensing project was reviewed and a committee was formed to provide high-level oversight of the project with representatives from all agencies. The next meeting for the Shared Services Committee was scheduled for July 19, 2012 in the Reno City Hall Caucus Room.

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

12-629 AGENDA ITEM 37 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Commissioner Humke reported on a Travel Management Plan that was being processed by the Forest Service and other federal agencies. He attended the Nevada Association of Counties (NACO) meeting and said the five NACO Bill Draft Requests (BDR’s) were decided upon and would include an attempt on the Home Rule and a bill to seek a method of funding indigent defense in the State. Commissioner Humke planned on attending the Organizational Effectiveness Committee (OEC), the Reno-Sparks Convention and Visitors Authority (RSCVA) Finance Committee and the RSCVA meetings.

Commissioner Jung announced that she would attend the Washoe County School District Oversight Panel Committee and the District Board of Health meeting on June 28, 2012. She reported on the Regional Job Network meeting, which was a progressive, informative meeting.

Commissioner Breternitz attended a meeting of the Nevada Tahoe Conservation District (NTCD), which discussed their Strategic Plan. He said the Tahoe Regional Planning Agency (TRPA) would meet on June 27th and 28th to review the Regional Plan update and the Environmental Impact Study (EIS).

Commissioner Weber planned on attending the Washoe County School District Oversight Panel meeting, the RSCVA meeting and the Sun Valley General Improvement District (SVGID) meeting. She wished all citizens a happy and safe Fourth of July holiday.

Chairman Larkin attended the meeting for Mayors and Chairs in Carson City concerning Recharge Nevada. He attended the Truckee Meadows Water Authority (TMWA) meeting and the grand opening of the Arrowcreek Fire Station.

5:25 p.m. The Board recessed.

6:00 p.m. The Board reconvened with all members present.

PUBLIC HEARINGS

12-630 AGENDA ITEM 35 - SHERIFF

Agenda Subject: “Second reading and adoption of an Ordinance amending Washoe County Code (Chapter 54) concerning Alarm Registration and False Alarms by deleting WCC 54.040(5)(d) removing the authority of the alarm administrator to waive or reduce renewal registration fees and by modifying Appendix A (Fee Schedule) for the same purpose (Bill No. 1670.) (All Commission Districts.)

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1490, Bill No. 1670.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1490, Bill No. 1670, entitled, "AN ORDINANCE AMENDING WASHOE COUNTY CODE (CHAPTER 54) CONCERNING ALARM REGISTRATION AND FALSE ALARMS BY DELETING WCC 54.040(5)(D) REMOVING THE AUTHORITY

OF THE ALARM ADMINISTRATOR TO WAIVE OR REDUCE RENEWAL REGISTRATION FEES AND BY MODIFYING APPENDIX A (FEE SCHEDULE) FOR THE SAME PURPOSE," be approved, adopted and published in accordance with NRS 244.100.

12-631 AGENDA ITEM 36 - SHERIFF

Agenda Subject: "Outdoor Festival Business License Application (Reno-Tahoe Open 2012) Applicant: Reno Tahoe Open Foundation. To consider the application for an outdoor festival business license for the Reno-Tahoe Open 2012 Golf Tournament. The Reno-Tahoe Open 2012 is to be held from July 29, 2012 through August 5, 2012. The event is proposed to be held at the Montreux Golf and Country Club, Reno (Assessor's Parcel Numbers 148-010-25, 50, 53, 55, and 56; 148-061-65; 148-100-02; and, 148-140-11). Tournament preferred parking will be at the Montreux Golf and Country Club clubhouse, 18000 Bordeaux Drive, Reno (Assessor's Parcel Number 148-010-50) and on Lausanne Drive within the Montreux subdivision, Reno (Assessor's Parcel Numbers 148-050-02, 148-082-16, and 148-092-12). Off-site public parking will be located at Galena High School, 3600 Butch Cassidy Drive, Reno (Assessor's Parcel Number 144-010-01) and at the Grand Sierra Resort, 2500 East 2nd Street, Reno (Assessor's Parcel Number 012-211-28). Tournament volunteer staff will be parking on Paris Avenue located in the Estates at Mount Rose, Phase 3A area, Reno (bordered by Assessor's Parcel Numbers 150-460-02 and 03; 150-471-05, 06, 17, 18 and 19; 150-481-01, 02, 03, 04 and 05; 150-482-01, 02 and 10; 150-491-01 and 04; and, 150-493-02, 03 and 04). The Reno-Tahoe Open 2012 is a PGA tour sanctioned golf tournament and this event marks the 14th year for the tournament. Event organizers estimate that between 40,000 and 50,000 participants and spectators will take part in the event for the week. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license."

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Outdoor Festival Business License Application.

Jan Farnsworth stated her concerns in regard to smoking on the premises during the event due to the large number of trees in the area. She requested that smoking be eliminated from the Reno-Tahoe Open.

Michael Farnsworth felt the event should move to another location. He suggested the Board deny the application and encourage the Reno-Tahoe Foundation to communicate better with the homeowners.

Steve Witort echoed the comments of the other speakers. He was concerned about the fire issues and suggested conditions be made to make the event non-smoking.

Dr. Friedwardt Wintenberg stated that the event should be a non-smoking event.

Commissioner Humke asked if it were possible to place conditions on the application. Bob Webb, Planning Manager, replied that fire protection was listed in the application and the fire plan had been reviewed by the Truckee Meadows Fire Protection District (TMFPD) who conditioned the applicant adhere to the fire protection plan. He confirmed there would be no smoking signs posted on all the official tournament leader boards throughout the golf course. No smoking signs would also be posted in the hospitality areas and tournament branded signage in key locations. All hospitality suites, parking lots and cooking areas would meet the 2006 International Fire Code (IFC) and Washoe County Code Chapter 60. He indicated that the tournament organizers would designate a smoking area, approved by the TMFPD, and mark the locations on course maps as well as communicate those locations with tournament marshals. Mr. Webb commented that the Board could add any conditions to the application which would be added and presented to the promoter. Commissioner Humke inquired on creating an ordinance that provided for no smoking. Mr. Webb could not speak to the potential of an ordinance, but said the Board could establish conditions or desires to make the event a non-smoking event. He said it would be the responsibility of the TMFPD to enforce that condition and they had the authority to shut down any event if any public health or safety concerns occurred. Commissioner Humke felt a practical approach was in place and contained in the application.

In response to Chairman Larkin, Mr. Webb replied that the event had occurred for 13 years and there had never been a fire incident due to this event. He said the fire plan was in place with regard to the sensitivity of the area. Following discussion, the Commission directed that the event promoter:

- Strictly enforce no smoking during the event, except in the designated and approved smoking areas; and,
- Consider designating the entire event as non-smoking for next year's tournament.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 36 be approved.

12-632 AGENDA ITEM 40 – 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.”

Cathy Brandhorst addressed the Board.

* * * * *

6:27 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, 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:
Stacy Gonzales, Deputy County Clerk

RESOLUTION: Authorizing donation of various obsolete equipment to Desert Research Institute (DRI) with a current market value estimated at \$ - 0 -

WHEREAS, the Washoe County District Board of Health made the determination to donate various obsolete equipment to DRI

WHEREAS, by virtue of the Interlocal Agreement creating it, the Washoe County Health District is required to use the same financial policies and procedures that are used for County Departments; and

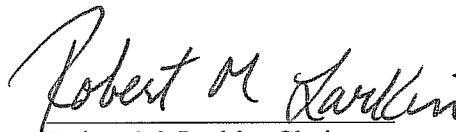
WHEREAS, pursuant to NRS 244.1505, Board of County Commissioners may donate to a governmental entity and certain non-profit organizations for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County desires to donate various obsolete equipment to DRI; and

WHEREAS, Washoe County finds that providing a sister agency, with limited funding, the ability to use the parts within the instruments to repair their own, or make working instruments available for research, as opposed to the instruments being sent to a local recycling facility where the parts are either disposed of or the electronic components pieced out to interested parties provide a substantial benefit to the inhabitants of the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby approves the donation of various obsolete equipment to Desert Research Institute (DRI) with a current market value estimated at \$ - 0 -

Adopted this 26th day of June, 2012.


Robert M. Larkin, Chairman
Washoe County Commission

12-580

ATTEST:


Washoe County Clerk

TD

RESOLUTION AND DECISION OF INTENT TO SUBLEASE

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT AND IT'S DECISION TO LEASE A PORTION OF THE SIERRA VIEW LIBRARY SPACE LOCATED AT 4001 SOUTH VIRGINIA STREET, TO THE FRIENDS OF WASHOE COUNTY LIBRARY AS AUTHORIZED WITHIN NRS 244.2835 AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County leases a portion of real property located at 4001 South Virginia Street, Washoe County, Nevada (the Sierra View Library) under that certain Master lease agreement dated June 15, 2011; and

WHEREAS, the Friends of Washoe County Library has requested and applied to lease a portion of the Sierra View Library, to enable it to better provide partner services to the county residents and community; and

WHEREAS, Nevada Revised Statutes 244.2835 authorizes the Washoe County Board of Commissioners to lease to qualified non-profit corporations that are recognized as exempt under Section 501 (c) (3) of the Internal Revenue Code, when they provide to the residents of the County a service that the County would otherwise be required to expend money to provide; and

WHEREAS, the Board may lease under such terms and for such an amount of rent that the Board determines is reasonable based upon the costs and benefits to the county such as a consideration of the amount the lessee is able to pay, whether the real property will be used by the lessee to perform a service of value to members of the general public, whether the service to be performed on the real property will be of assistance to any agency of the county, and the expenses, if any, that the county is likely to incur to lease real property pursuant to this section in comparison to other potential uses of the real property; and

WHEREAS, it is recommended by the Acting Director of Public Works that the lease rate for the proposed 6,030 square feet of space to be subleased be established at sixty-five (\$0.65) cents per square foot and will increase subject to the terms of the existing lease between the Lessor and Lessee; and

WHEREAS, Washoe County will schedule this proposed Resolution Declaring Washoe County's Intent and Its Decision to Lease agreement at its next scheduled meeting on July 10, 2012 to allow for any comments to this action and confirmation of decision as required within NRS 244.2835; and

12-581

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners:

1. That pursuant to NRS 244.2835, it has the authority to sublease said real property to The Friends of Washoe County Library without offering said real property to the public; and
2. That the Washoe County Board of Commissioners must determine the rental amount for said real property under NRS 244.2835(2) and hereby determines that the rental amount for this space will be sixty five cents (\$0.65) per square foot as recommended by the Acting Director of Public Works; and
3. That the Washoe County Board of Commissioners will discuss this on the July 10, 2012 agenda to allow for any objections to this real property action; and
4. That the County Clerk is directed to publish this notice as required in NRS 244; and that upon approval by the Washoe County Board of Commissioners at its regularly scheduled meeting and upon further satisfaction of all terms and conditions of the lease to be performed concurrently with the delivery, the Chairman shall be authorized to execute said lease on behalf of Washoe County and to deliver it to Lessee.

ADOPTED this 26 day of June, 2012 by the following vote:

AYES: Larkin, Weber, Hunke, Breternitz, Jung

NAYS: _____

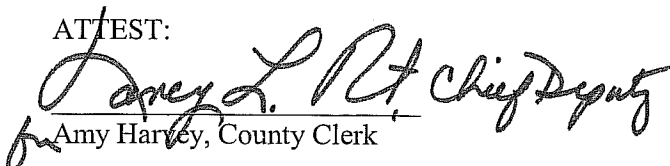
ABSENT: _____

ABSTAIN: _____



Robert M. Larkin, Chairman
Washoe County Commission

ATTEST:



Amy Harvey, County Clerk

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
WASHOE COUNTY SRTS EQUIPMENT PURCHASE

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Washoe County, acting by and through its Department of Public Works, 1001 E. Ninth Street, P.O. Box 11130, Reno, NV 89520 (hereinafter "COUNTY").

WITNESSTH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. (Code of Federal Regulations) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the COUNTY will advertise, award, and manage a contract to install various Safe Routes to School signs, crosswalk striping, and sidewalk curb marking for the Washoe County School District as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, 23 USC 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a safe routes to school program (SRTS Program) for the benefit of children in primary and middle schools; and

WHEREAS, the purposes of 23 USC 402 are (1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, the PROJECT has been approved for Federal Safe Routes to School (SRTS) funds; and

WHEREAS, the COUNTY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

12-587

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the COUNTY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal SRTS funding for a maximum amount of Ninety-Four Thousand Nine Hundred Twenty-Two and No/100 Dollars (\$94,922.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
6. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.
7. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to, N.A.C. (Nevada Administrative Code) Chapter 408 and 23 C.F.R. Part 645.
8. To review and approve the COUNTY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
9. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
10. To authorize the COUNTY to proceed with the PROJECT, once all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".
11. To assign a Local Public Agency Coordinator to act as the DEPARTMENT's representative to monitor the COUNTY's compliance with applicable Federal and State requirements.
12. To reimburse the COUNTY monthly for One Hundred Percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II - COUNTY AGREES:

1. To (a) purchase and install all the SRTS devices contemplated as part of the PROJECT; (b) the completion of the NEPA documentation in conformance with 23 C.F.R. §

771; and (c) the acquisition of environmental permits and clearances. The PROJECT shall be designed and constructed in accordance with COUNTY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To enter into an agreement with the School District for authorization to construct the PROJECT on the School District's right-of-way.

3. To require those utility companies having franchise agreements with the COUNTY and/or School District, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the COUNTY.

4. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C. Chapter 408 and 23 C.F.R. Part 645.

5. To ensure that any utility relocations are in compliance with ADA requirements.

6. To submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the COUNTY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

7. To proceed with the PROJECT only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To work with the School District to complete the FHWA "Parent – Walking and Biking to School Survey" (Survey) and "Student Arrival and Departure Tally Sheet" (Tally Sheet) at all project school locations. Data is to be collected by using both the Survey and Tally Sheet prior to project initiation and at the end of each semester for the duration of the project. Both surveys and Tally Sheets are to be sent to the State's Safe Routes to School Coordinator so they may be forwarded to the FHWA for processing. The Survey and Tally Sheet are available at www.walknevada.com.

9. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT.

10. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

11. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3. Invoices shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

12. To be responsible for one hundred percent (100%) of all costs exceeding the

obligated Federal funds. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

13. To accept maintenance responsibilities or enter into an agreement with the School District to accept maintenance responsibilities including utility costs for the improvement installed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

14. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including November 30, 2013, or until all improvements contemplated herein have been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY and/or School District to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. The TOTAL ESTIMATED PROJECT COSTS are Ninety-Four Thousand Nine Hundred Twenty-Two and No/100 Dollars (\$94,922.00), comprising Federal funding of one hundred (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3.

6. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

SRTS Purchases: \$ 94,922.00

TOTAL ESTIMATED PROJECT COSTS: \$ 94,922.00

AVAILABLE FUNDING SOURCES:

Federal SRTS Funds: \$ 94,922.00

TOTAL PROJECT FUNDING:

\$ 94,922.00

7. The COUNTY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

8. Signage and striping funded under this agreement shall be installed within two (2) miles of an elementary or middle school (schools grade K-8) as defined in 23 U.S.C. § 402.

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the COUNTY for purchasing and installing the devices, completing the NEPA process and acquiring environmental permits and clearances. The COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The COUNTY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The COUNTY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY.

15. 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 or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn: Janelle K. Thomas, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street

Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E-mail address:jthomas2@dot.state.nv.us

FOR COUNTY:

Clara Lawson, P.E.
Washoe County Public Works
1001 E. Ninth Street
P.O. Box 11130
Reno, NV 89520
Phone: (775) 328-3603
Fax: (775) 328-3699
E-mail: clawson@washoecounty.us

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. 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. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and 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 or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

25. In connection with the performance of work under this Agreement, the COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the COUNTY shall ensure that no person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Breach of this covenant may be regarded as a material breach of this Agreement.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

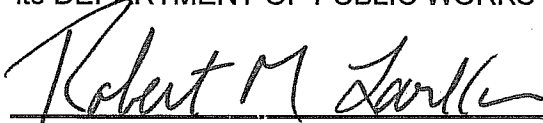
33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Washoe County, acting by and through
its DEPARTMENT OF PUBLIC WORKS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



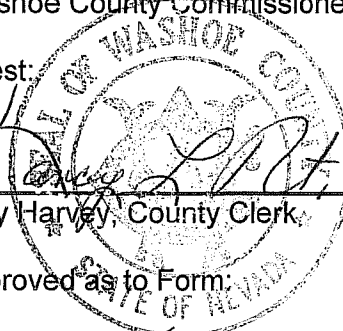
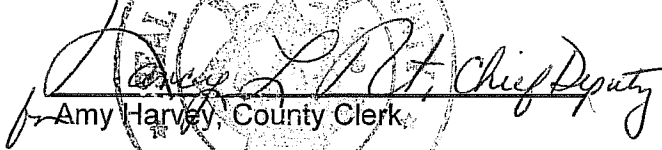
Robert M. Larkin, Chairman
Washoe County Commissioners

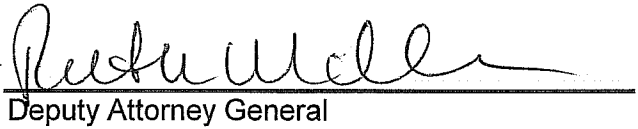


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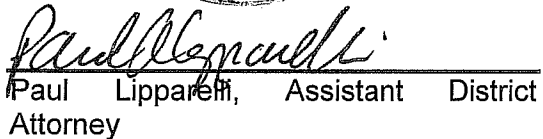
Attest:

Approved as to Legality and Form:



Amy Harvey, County Clerk


Deputy Attorney General

Approved as to Form:


Paul Lipparelli, Assistant District
Attorney

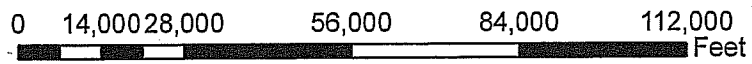
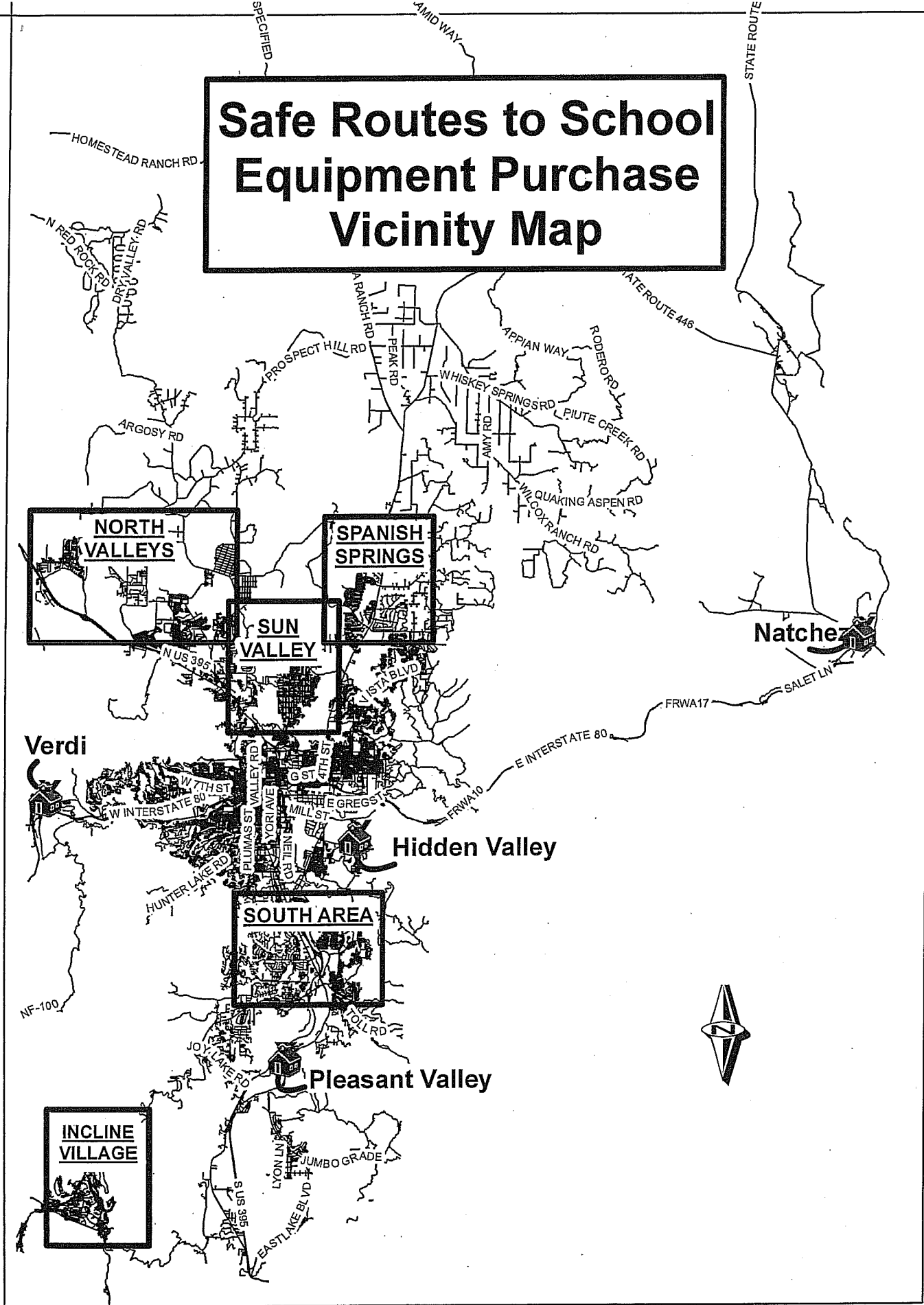
Attachment A

SCOPE OF WORK WASHOE COUNTY SRTS

The project consists of the installation of various Safe Routes to School signs, crosswalk striping, and sidewalk curb marking. The signs and striping will be installed within a two mile radius of the schools listed in the table below. If bids received are below the project budget amount, base add-ons may be included.

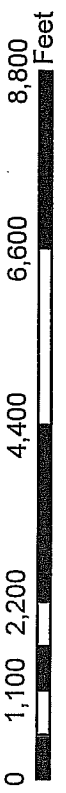
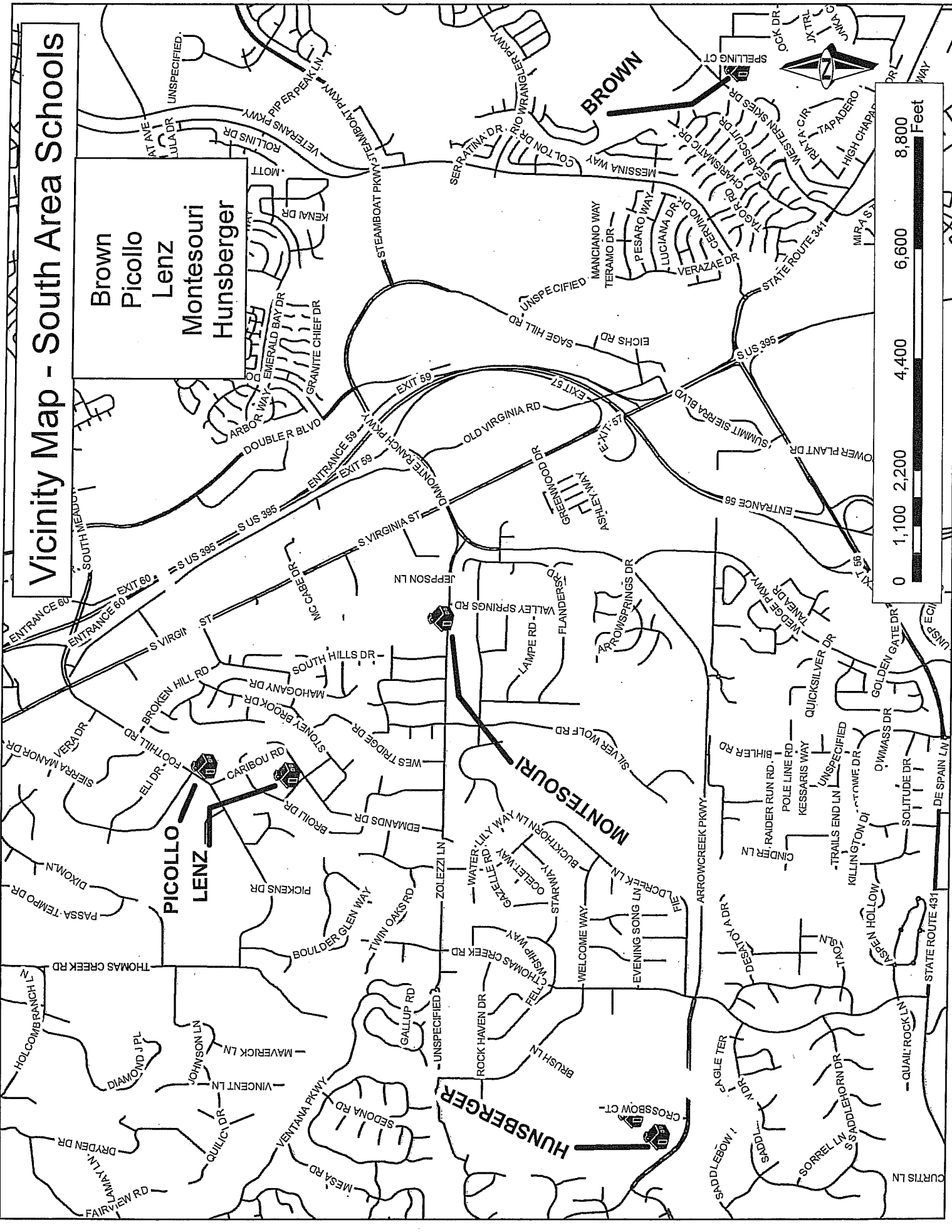
Base Bid			Base Add-On
School	Various Signs	Striping / Marking (LF)	Striping / Marking (LF)
Lois Allen	43	60	3000
Sun Valley	27	-	-
Palmer	29	-	-
Incline Middle	18	-	-
Lemmon Valley	39	-	-
Brown	28	-	-
Montesouri	10	-	-
Nancy Gomes	61	-	-
Spanish Springs	23	-	-
Jesse Hall	5	-	-
Alyce Taylor	98	-	-
Esther Bennett	29	-	-
Shaw	4	-	-
Natchez	14	-	-
Cold Springs	22	-	-
Incline Elementary	18	-	-
Hunsberger	13	-	-
Hidden Valley	99	-	-
Lenz	34	-	-
Picollo	14	-	-
Verdi	6	-	-
Pleasant Valley	27	-	-
Total	661	60	3000

Safe Routes to School Equipment Purchase Vicinity Map

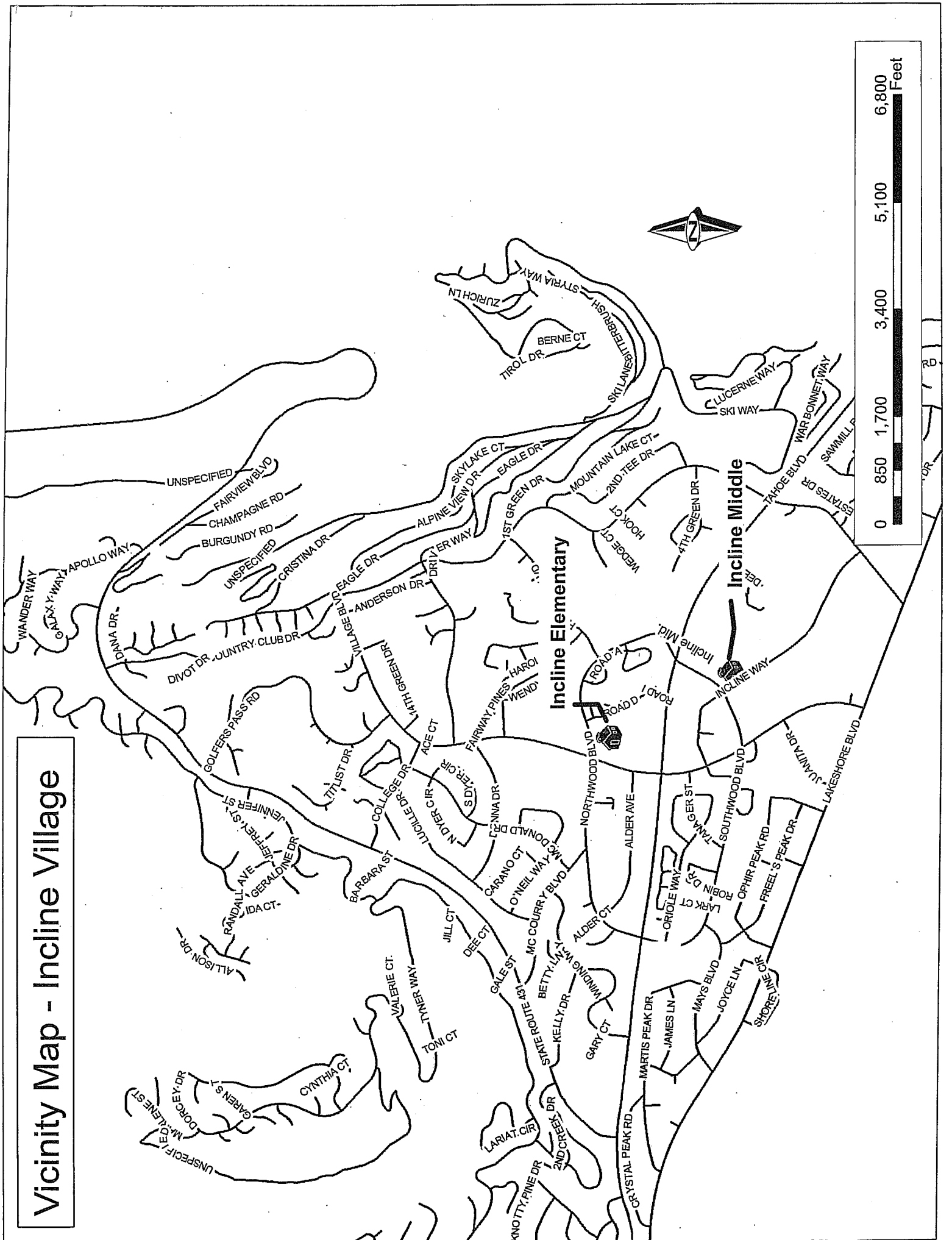


Vicinity Map - South Area Schools

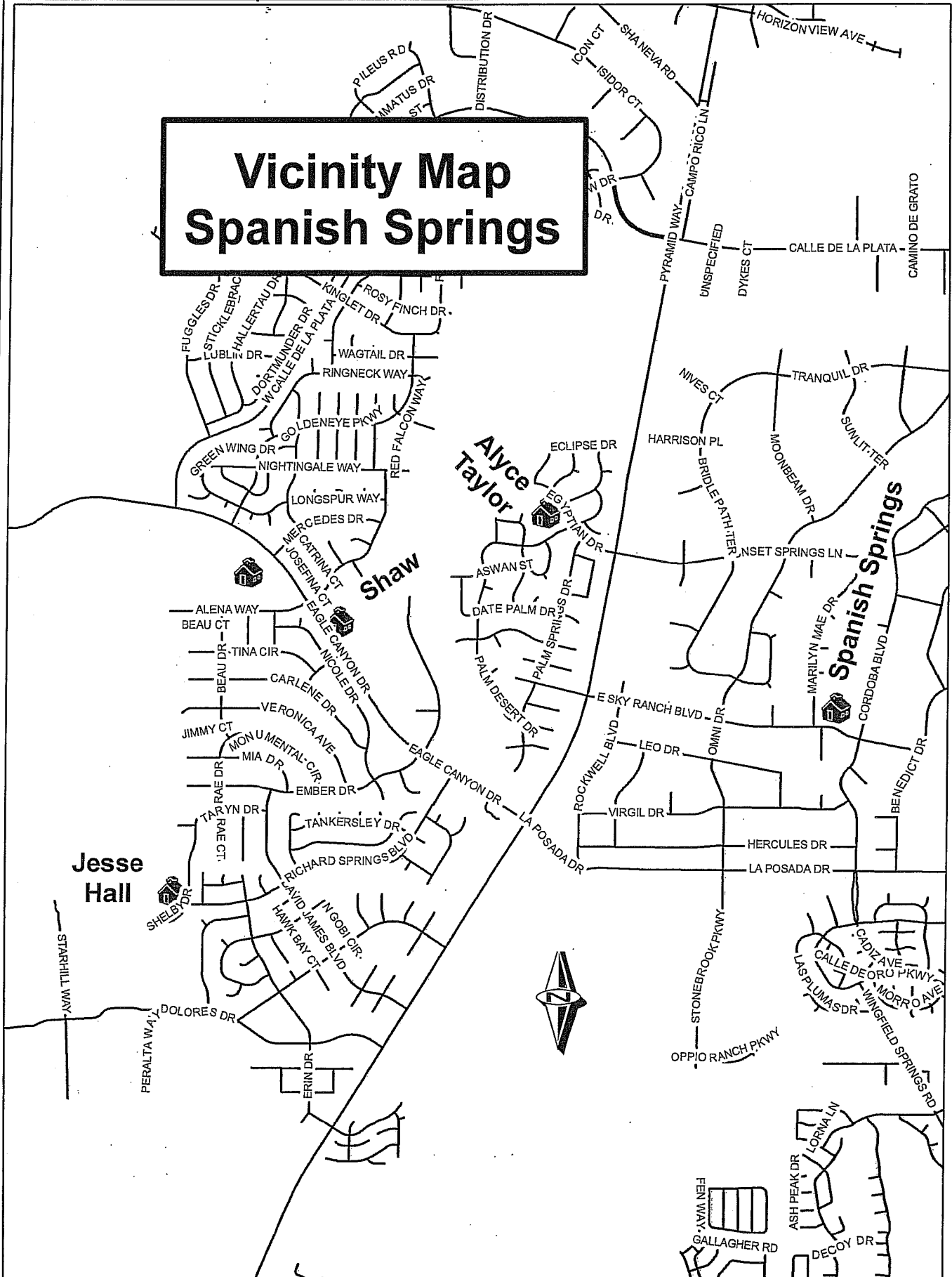
Brown
Picollo
Lenz
Montesouri
Hunsberger



Vicinity Map - Incline Village

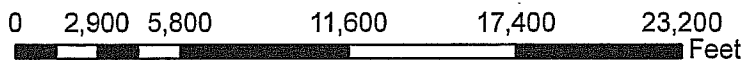
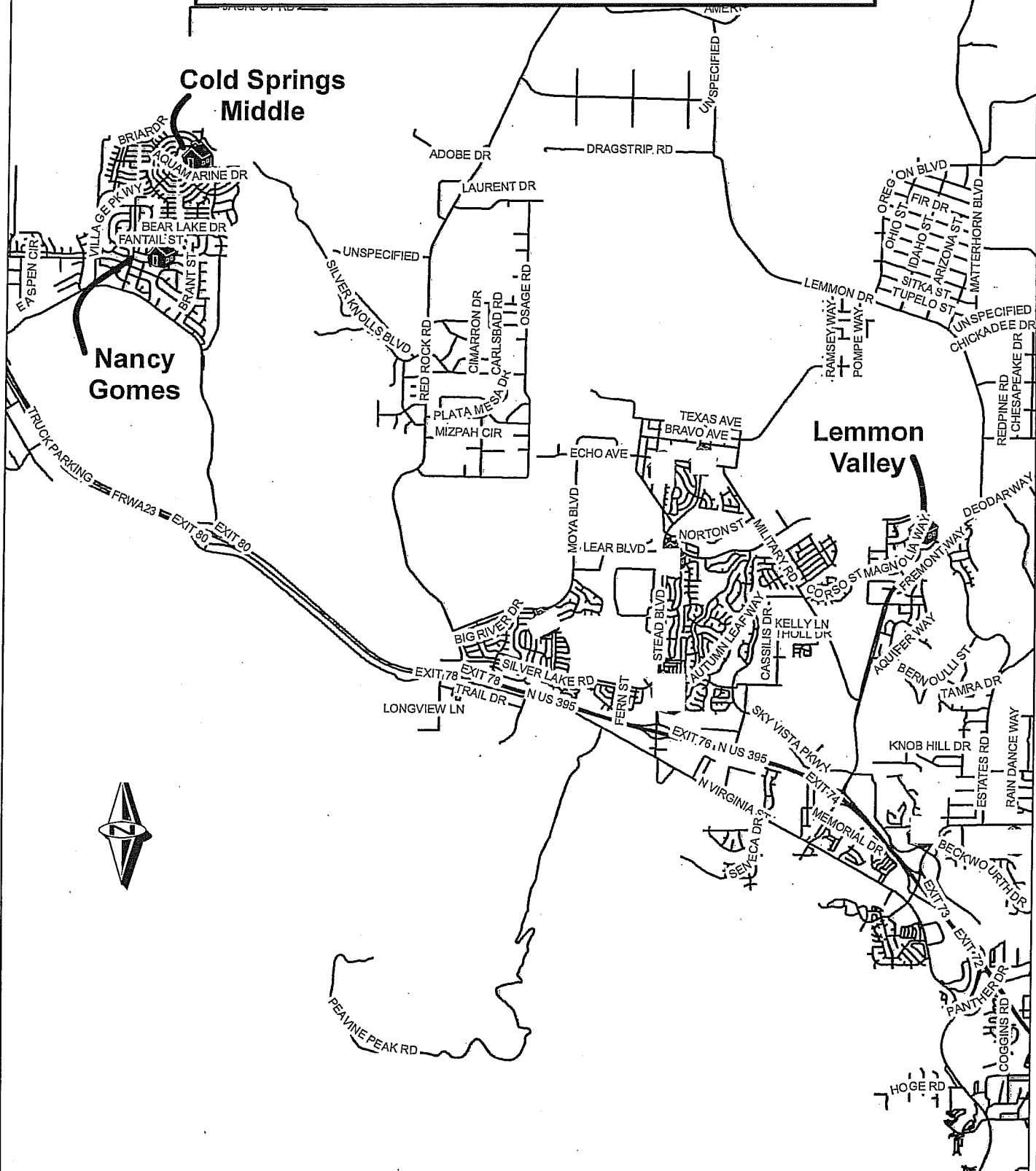


Vicinity Map Spanish Springs

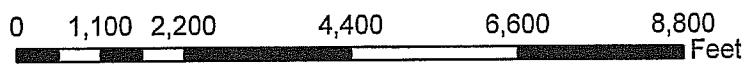
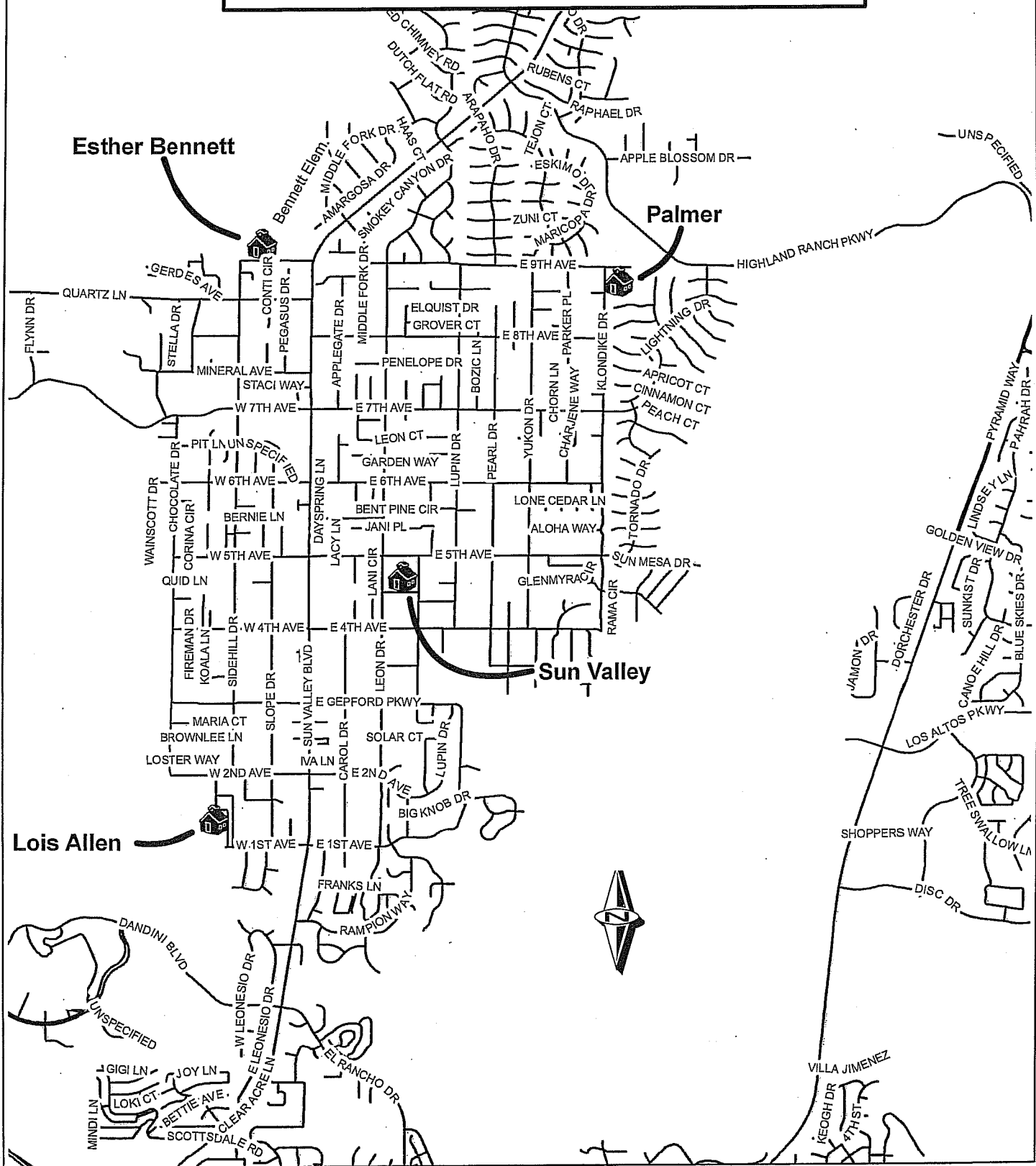


0 1,000 2,000 4,000 6,000 8,000 Feet

Vicinity Map - North Valleys



Vicinity Map - Sun Valley



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

<http://www.whitehouse.gov/OMB/circulars/index.html>

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

List of Subcontractors and Suppliers Bidding on Contract

*** Contact NDOT's Contract Compliance Division for information**

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment

preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable

time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further

certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement

portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Ex- clusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in

paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions

with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees

to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order

11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with

such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this

contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female

representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

- (1) The number of minority and non-minority group members and women in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
- (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;
 - a. Black (a person having origins in any of the black racial groups of Africa);
 - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
 - c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);
 - e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).
2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.
 - (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><small>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING ON FEDERAL CONTRACTS

CONTRACT NO.: _____ CONTRACTOR: _____

Subcontractor Name	Phone:	SUPPLIER	Used	DBE Certified
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987.

STATE OF Nevada } COUNTY OF Washoe } SS

I, Robert M. Larkin (Name of party signing this affidavit and the Proposal Form) Chairman (title).

being duly sworn do depose and say: That NV. Dept. of transportation

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

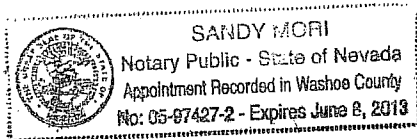
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Robert M Larkin Signature Chairman Title

Sworn to before me this 10th day of July, 2012

Sandy Mori Signature Notary Public, Judge or other Official



Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

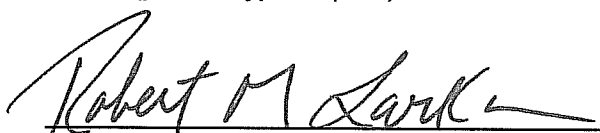
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Robert M. Larkin
Name (please type or print)


Signature

6/26/12
Title

12-007

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC) Grant Program award in the amount of \$17,831.00, and

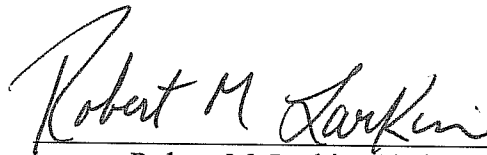
WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

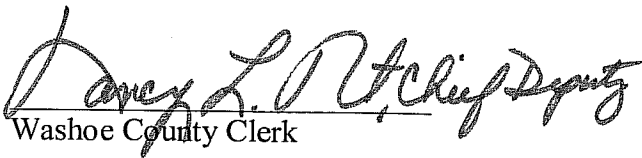
RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts shown and for the uses shown thereon, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed on the attached grant award administrative grid, which subgrants, herein incorporated by reference, will set forth the maximum amount to be expended under the subgrants, the use and purposes of the subgrants, and the conditions, limitations and the grant assurances of the subgrants.

ADOPTED this 26th day of June, 2012.



Robert M. Larkin, Chairman

ATTEST:



Washoe County Clerk

12-591

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RENO ON BEHALF OF
THE RENO EMERGENCY COMMUNICATIONS DIVISION

AND
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE

FOR DISPATCH TRANSITION SERVICES

This Agreement is executed and entered into this 13th day of June, 2012, by and between Washoe County, on behalf of the Washoe County Sheriff's Office (hereafter referred to as "SHERIFF"), and the City of Reno, for and on behalf of the Communications and Technology Department, Reno Emergency Communications Division (hereafter referred to as "E-COMM") for dispatch transition services related to Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD").

RECITALS

WHEREAS, E-COMM, and SHERIFF are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, SHERIFF requires dispatch and communications transition services to perform its public safety duties as related to the dispatch of calls for the TMFPD;

WHEREAS, E-COMM possesses extensive resources in the field of dispatch and communications and has provided dispatch services to TMFPD during the time that TMFPD has been consolidated with the Reno Fire Department and has agreed to make such transition services available to the SHERIFF;

WHEREAS, it is deemed that the services of E-COMM hereinafter set forth are both necessary to SHERIFF and in the best interests of both parties and the public for the transition of dispatch services related to TMFPD to the SHERIFF.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2012.

12-603

2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until December 31, 2012; provided the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party without cause with ninety (90) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and approved and signed by the parties' respective governing bodies.
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 on the date posted, and addressed to the other party at the address set forth herein as:

Reno Emergency Communications
Attn: Manager
One East First Street
Reno, Nevada 89505

Reno City Attorney
Attn: Chief Deputy City Attorney
One East First Street
Reno, Nevada 89505

Washoe County Sheriff
Attn: Undersheriff Vinger
Washoe County Sheriff's Office
911 Parr Boulevard
Reno, NV 89512

6. **DUTIES AND RESPONSIBILITIES OF E-COMM.** E-COMM agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement:
 - a. ECOMM assistance with transferring information and coordinating with Sheriff's dispatch personnel in regards to TMFPD dispatch policies and procedures.
 - b. Reno ECOMM will continue to answer incoming emergency lines until January 2013. Reno ECOMM will answer non-emergency lines and will begin transferring these lines in stages starting on or before November 1, 2012 to allow sufficient time for Sheriff to complete the

training of their dispatch employees and completion of the mapping and testing for transfer of the ESN.

- c. Reno ECOMM will maintain all fire radio configurations so that they mirror, until January 2013. This will allow ECOMM to have the capability to assist in a critical incident and maintain continuity of services to both SHERIFF and our citizens.
 - d. Reno ECOMM will maintain all run cards/FRES patterns for SHERIFF and provide coordination, assistance and transfer of dispatch information and guidance related to TMFPD to SHERIFF and shall maintain as needed and no later than January 1, 2013. Reno ECOMM has the larger portion of run cards and maintaining this function is intended to reduce run card errors.
7. **PAYMENT TERMS.** E-COMM agrees to provide the services set forth herein for a cost as determined by the following formula:
- a. The actual amount of direct employee time spent on the transition services as indicated herein times the employee's fully loaded rate of pay. Payments will be in two installments of \$48,000 on July 1, 2012, and October 1, 2012, with a settlement of actual costs to billed costs occurring by January 31, 2013. This agreement has a not to exceed amount of \$96,000.
8. **RECORD MAINTENANCE.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the SHERIFF, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all local, state and federal regulations and statutes. The period of retention shall be set forth by E-COMM, dictated by E-COMM's policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.
9. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, SHERIFF shall be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment arising from a negligent act or negligent failure to act by any of Reno E-COMM or its employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement, except that intentional or reckless acts shall not be subject to this provision.

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

10. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, SHERIFF hereto agrees to hold Reno E-COMM, its employees, agents, and servants, harmless, indemnify and defend Reno E-COMM from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, act or negligent failure to act in performing the transition services herein including its employees, agents or servants. The Sheriff shall not be liable to hold harmless, indemnify or defend Reno E-COMM from any reckless or intentional acts of E-COMM's employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
11. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.
12. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. E-COMM shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.
13. **USE OF EQUIPMENT AND FACILITIES.** All equipment and maintenance of equipment located within E-COMM's facility, either radio or telephonic, shall remain the property of E-COMM.
14. **INSPECTION AND AUDIT.**
 - a. **Books and Records.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain pursuant to this Agreement and Nevada law.
 - b. **Inspection & Audit.** E-COMM agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein shall be subject, at any reasonable time, to inspection, examination, review, audit and copying by SHERIFF, at any office or location of E-COMM

where such records may be found, with or without notice by SHERIFF, or any of its authorized representatives.

- c. **Period of Retention.** All books, records reports and statements relevant to this Agreement must be retained for the period of time set forth as required under Nevada law. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
15. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
16. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
17. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
18. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
19. **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.
20. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.
22. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
23. **GOVERNING LAW; JURISDICTION.** 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. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
24. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
25. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

27. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this 13th day of June, 2012.

**CITY OF RENO
ON BEHALF OF THE RENO
EMERGENCY COMMUNICATIONS
DIVISION (E-COMM)**

**WASHOE COUNTY, by and through its
Board of County Commissioners
ON BEHALF OF THE WASHOE
SHERIFF'S OFFICE**

BY: [Signature]
Robert A Cashell, Sr., Mayor

BY: [Signature]
Robert M Larkin Chair

DATE: 6-13-12

DATE: 6/26/12

ATTEST:
BY: [Signature]
City Clerk

BY: [Signature]
County Clerk

DATE: 6-13-12

DATE: 6/26/12

APPROVED AS TO FORM:

BY: [Signature]
NAME: Gabriele's - Can
Reno City Attorney

DATE: 6.15.12

APPROVED AS TO FORM:

BY: [Signature]
NAME: Paul Lippavelli
Deputy District Attorney

DATE: 6/26/12



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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF SPARKS** on behalf of the **SPARKS POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **Exhibit A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$249,500** and an annual fee of **\$284,500** for fiscal year 2013/2014, 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**, which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2014.

12-609

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

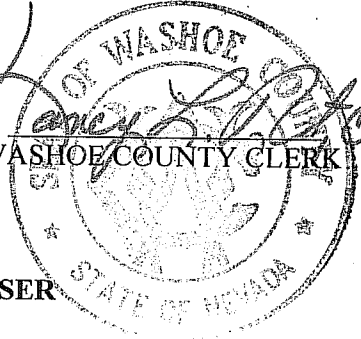
DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK

USER



DATE: 4/16/12

BY: [Signature]
Steve Keefer, Police Chief

Date: 8/13/12

By: [Signature]
Mayor Geno Martini

Date: 8/13/12

Approved as to form:
[Signature]
Chet Adams, City Attorney

Date: 8/13/12

Attest:
[Signature] City of Sparks
Linda Patterson, City Clerk

12-604

Exhibit A
Sparks Police Department

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- * Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

1007-101

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

1.000.01

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

Toxicology services

- The Testing of Bodily Fluids/ Toxicology
 - Blood Alcohol
 - Blood Drug Screen
 - Urine Drug Screen
 - Urine Alcohol Screen
 - Unknown Substance Testing
 - Testing to include the following:**
 - Amphetamine
 - Benzodiazepines
 - Cocaine
 - Cocaine metabolite
 - Marijuana
 - Marijuana metabolite

Methamphetamine

Opiates

Codeine

Morphine

6-Monoacetylmorphine

Phencyclidine

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

Other drugs will be tested upon request, if possible.

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

18-6009

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF CARLIN** on behalf of the **CARLIN POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$1,500**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4/16/12

BY: [Signature]

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CARSON CITY COUNTY** on behalf of the **CARSON CITY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$36,377**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

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

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

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

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

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

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

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DATE: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

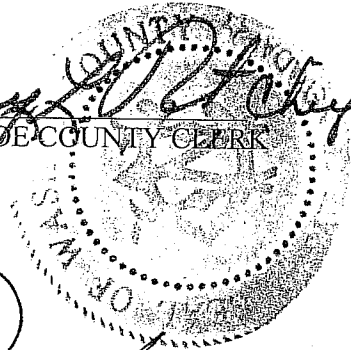
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 4/17/12 BY:

USER
[Signature]
New Furlong

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

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 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
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Shoeprint and Tire Track Comparison

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- Comparative analysis
- Weapon function test
- Serial number restoration

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- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
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- Determination of human vs animal hair and suitability of hair for DNA testing

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- Homicide (up to 15 evidentiary samples and 10 reference samples)
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- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
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 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CHURCHILL COUNTY** on behalf of the **CHURCHILL COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$33,363**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is circular with a double border. The outer border contains the text "WASHOE COUNTY, NEVADA" at the top and "1862" at the bottom. The inner border contains "COUNTY OF WASHOE" at the top and "NEVADA" at the bottom. In the center is a five-pointed star.

DATE: 04/12/2012

BY: [Signature]
USER

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **DOUGLAS COUNTY** on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$37,104**, 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

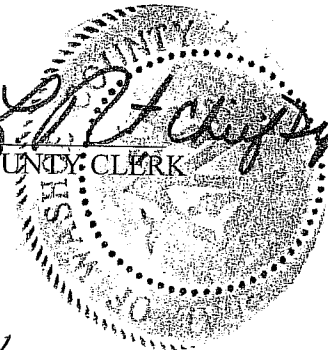
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4/14/12

BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

12-2-2017

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF ELKO** on behalf of the **ELKO POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$33,966**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: *[Signature]*
WASHOE COUNTY SHERIFF

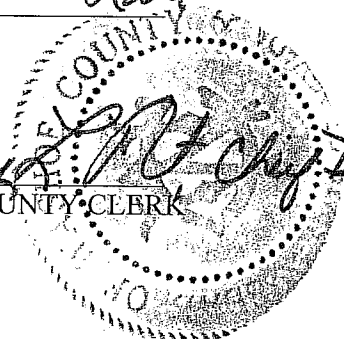
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: *Robert M Larkin*
CHAIRMAN

DATE: 6/26/12

ATTEST: *Janeys M. [Signature]*
WASHOE COUNTY CLERK



USER

DATE: 5/4/12

BY: *[Signature]*

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **ELKO COUNTY** on behalf of the **ELKO COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$48,854**, 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: *[Signature]*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: *Robert M. Larkin*
CHAIRMAN

DATE: 6/26/12

ATTEST: *Dancy L. P. Chief Deputy*
WASHOE COUNTY CLERK



USER

DATE: 4/16/12 BY:

James Pitts

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **EUREKA COUNTY** on behalf of the **EUREKA COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$3,000**, 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF *for Haley*

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4-13-12 BY: _____

[Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
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- Homicide (up to 15 evidentiary samples and 10 reference samples)
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- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF FALLON** on behalf of the **FALLON POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$21,953**, 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Jenkins
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 5/4/12

USER
BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **HUMBOLDT COUNTY** on behalf of the **HUMBOLDT COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$14,223**, 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF *for Haley*

~~WASHOE COUNTY BOARD OF COMMISSIONERS~~ [Signature]

DATE: 4-16-12

BY: [Signature]
CHAIRMAN

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK [Signature]

USER

DATE: 4-13-12

BY: [Signature]

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK

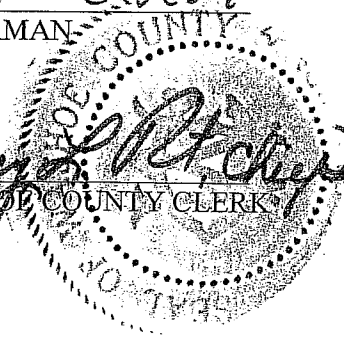


Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
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 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

- Appropriate chemical or powder processing of submitted items
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- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including human blood
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- Homicide (up to 15 evidentiary samples and 10 reference samples)
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B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 4-13-2012 BY: [Signature]
USER

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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- Unknown substances
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DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
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- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF LOVELOCK** on behalf of the **LOVELOCK POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$2,164** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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DATE: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

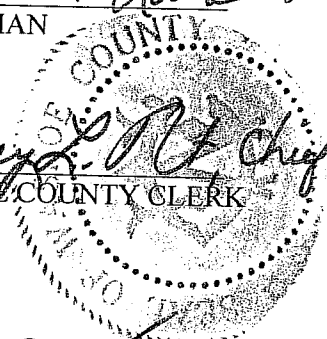
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 4-12-12

USER
BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND THE
LYON COUNTY ON BEHALF OF
LYON COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **LYON COUNTY** on behalf of the **LYON COUNTY SHERIFF'S OFFICE**, here ('USER').

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$50,090** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

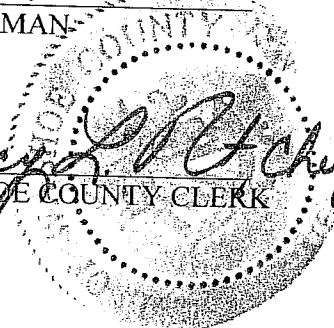
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature] Chief Deputy
WASHOE COUNTY CLERK



USER

DATE: 05-07-12

BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **MINERAL COUNTY** on behalf of the **MINERAL COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$4,329** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT A** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

1001

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 04/16/2012

BY: [Signature]

MINERAL COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: _____

BY: [Signature]
CHAIRMAN

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

18.001

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **STATE OF NEVADA** on behalf of the **NEVADA DEPARTMENT OF WILDLIFE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$2,010** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

12/6/04

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

10/20/11

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF


WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



18-001

USER

DATE: 4/15/12

BY: [Signature]

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

18-0-1

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

10-10-10/2

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **PERSHING COUNTY** on behalf of the **PERSHING COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$12,986** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: April 12, 2012 BY: [Signature]

USER

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND THE
RENO SPARKS INDIAN COLONY ON BEHALF OF
THE RENO SPARKS INDIAN COLONY POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, ("WASHOE"), and RENO SPARKS INDIAN COLONY on behalf of the RENO SPARKS INDIAN COLONY POLICE DEPARTMENT, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$3,000** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

10/00/1

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

1/2/2012

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF


WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 04-16-12

BY: [Signature]

18.001

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF SPARKS** on behalf of the **SPARKS POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **Exhibit A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$249,500** and an annual fee of **\$284,500** for fiscal year 2013/2014, 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**, which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2014.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4/16/12

BY: [Signature]

Exhibit A Sparks Police Department

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

Toxicology services

- The Testing of Bodily Fluids/ Toxicology
 - Blood Alcohol
 - Blood Drug Screen
 - Urine Drug Screen
 - Urine Alcohol Screen
 - Unknown Substance Testing
- Testing to include the following:**
- Amphetamine
 - Benzodiazepines
 - Cocaine
 - Cocaine metabolite
 - Marijuana
 - Marijuana metabolite

Methamphetamine

Opiates

Codeine

Morphine

6-Monoacetylmorphine

Phencyclidine

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

Other drugs will be tested upon request, if possible.

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

1/8/07

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **STOREY COUNTY** on behalf of the **STOREY COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$13,667** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

EX-001

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

100001

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4/13/12

BY: [Signature]

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

Truckee Meadows Community College
RECEIVED

APR 30 2012

Vice President for Finance
and Administrative Services

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE
DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, ("WASHOE"), and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

12-0001

Truckee Meadows Community College
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MAY - 7 2012

Vice President for Finance

Truckee Meadows Community College
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Vice President
and Administrative Services

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$3,000** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

Truckee Meadows Community College
RECEIVED

MAY - 7 2012

Vice President for Finance
and Administrative Services

APR 30 2012

Vice President for Finance
and Administrative Services

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.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

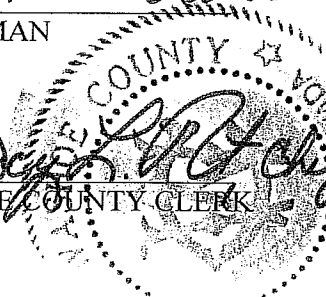
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4/26/2012

BY: [Signature]

Truckee Meadows Community College
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MAY - 7 2012

Vice President for Finance
and Administrative Services

Board of Regents of the Nevada System of Higher
Education, on behalf of Truckee Meadows
Community College
[Signature]
Dr. Maria Sheehan
President
5-4-12
Date

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Truckee Meadows Community College
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APR 30 2012

Vice President for Finance
and Administrative Services

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Truckee Meadows Community College
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MAY - 7 2012

Vice President for Finance
and Administrative Services

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Truckee Meadows Community College
RECEIVED

APR 30 2012

Vice President for Finance
and Administrative Services

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

Truckee Meadows Community College
RECEIVED

MAY - 7 2012

Vice President for Finance
and Administrative Services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Truckee Meadows Community College
RECEIVED

APR 30 2012

Vice President for Finance
and Administrative Services

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

Truckee Meadows Community College
RECEIVED

MAY - 7 2012

Vice President for Finance
and Administrative Services

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **WASHOE COUNTY SCHOOL DISTRICT** on behalf of the **WASHOE COUNTY SCHOOL POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$16,078** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

12.601

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

10-00-1

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK

USER

DATE: 04-17-12

BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
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- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
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- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
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- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
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- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
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Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF WEST WENDOVER** on behalf of the **WEST WENDOVER POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$15,460** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

10-1-10

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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DATE: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

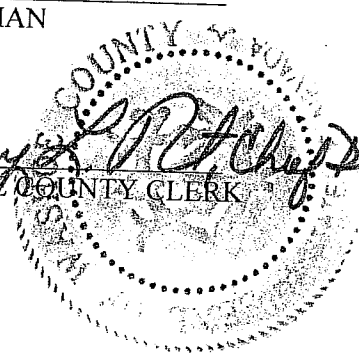
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: Robert M Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: may 1, 2012

BY: [Signature]

19-0001

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
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- Weapon function test
- Serial number restoration

Crime Scene Investigation

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

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

108-6211

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
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Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND THE
WESTERN SHOSHONE TRIBE ON BEHALF OF
THE WESTERN SHOSHONE TRIBAL POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **WESTERN SHOSHONE TRIBE** on behalf of the **WESTERN SHOSHONE TRIBAL POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$3,000** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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1/8/2011

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

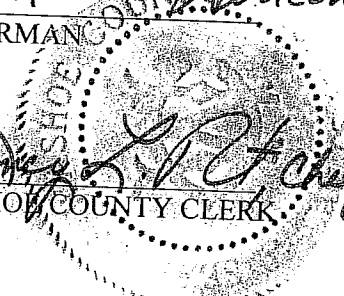
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: Robert M. Larkin
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



12-00-1

DATE: 4/17/12

USER

BY: [Signature]
A. HEINE

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **WHITE PINE COUNTY** on behalf of the **WHITE PINE COUNTY SHERIFF'S OFFICE**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT B**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$7,838** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

12.02.01

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

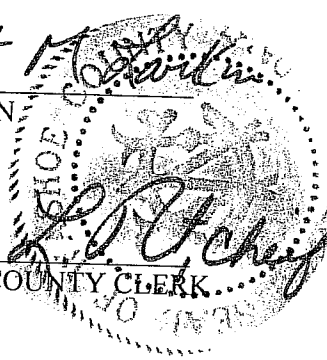
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



10.00.01

USER

DATE: 4/16/12

BY: [Signature]

Exhibit B

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

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF WINNEMUCCA** on behalf of the **WINNEMUCCA POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$33,703** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

DATE: 4-30-2012 BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, ("WASHOE"), and **CITY OF YERINGTON** on behalf of the **YERINGTON POLICE DEPARTMENT**, here ("USER").

RECITALS:

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

WHEREAS, USER seeks the assistance of WASHOE and the use of WASHOE'S Forensic Support Facilities and Services;

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

NOW THEREFORE, WASHOE and USER agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in **EXHIBIT A**, which is attached and incorporated by reference. As the capabilities of WASHOE change over time, the parties intend 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 of such.

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

A. For fiscal year 2012/2013 USER shall pay to WASHOE an annual fee of **\$3,000** 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** which is attached and incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. 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. Toxicology services shall continue to be invoiced quarterly.

B. If 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. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL**:

A. This Agreement shall be effective as of July 1, 2012 and terminate as of June 30, 2013.

10-0001

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 day's prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets 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 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: 4/4/12

BY: [Signature]
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/26/12

BY: [Signature]
CHAIRMAN

DATE: 6/26/12

ATTEST: [Signature]
WASHOE COUNTY CLERK



USER

12-1-12

DATE: 04-17-12

BY: [Signature]

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

1 m.v.

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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

Crime Scene Investigation

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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)

- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
FOR DISPATCH SERVICES**

This Agreement is executed and entered into this 20 day of June, 2012, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the TMFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to TMFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2012.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2013, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

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- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
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 on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District
Attn: Fire Chief
PO Box 11130
Reno, Nevada 89520

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DISPATCH USERS GROUP** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the TMFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services;
 - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; and
 - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.

7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices.

8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
 - a. Receive, process and dispatch "9-1-1 emergency" calls for service to TMFPD Jurisdiction
 - b. Notify Volunteer Fire departments utilizing the TMFPD VHF Paging system and Alpha pagers
 - c. Receive, process and dispatch non-emergency calls for and to the TMFPD Jurisdiction
 - d. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs
 - e. Maintain and record unit status and availability in a format required by WCSO and TMFPD policy and procedure committee
 - f. Receive, process, relay and/or respond to radio transmissions from and to all TMFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary
 - g. With information provided by TMFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
 - h. When requested by TMFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and TMFPD policies.
 - i. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by TMFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
 - j. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
 - k. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
 - l. Provide routine "testing" of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.
 - m. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints,

emergency or nonemergency communications to and from TMFPD in compliance with applicable FCC, federal, state and local laws.

- n. WCSO shall use its best efforts to dispatch all TMFPD calls for service in accordance with NFPA¹ and NAMED² standards of dispatch.
- o. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above.
- p. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

9. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that TMFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of TMFPD’s jurisdiction, to include that of the Sierra Fire Protection District, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of TMFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

- a. TMFPD agrees to pay WCSO a flat fee of \$525,00.00 annually to provide the services set forth herein.
- b. TMFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

¹ NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

² Clawson and Dernocoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)

11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the TMFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all TMFPD, state and federal regulations and statues. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41

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

any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **USE OF EQUIPMENT** . All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
21. **SEVERABILITY**. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. **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.
23. **PUBLIC RECORDS**: Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to

disclose unless a particular record is made confidential by law or a common law balancing of interests.

24. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** 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. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this 26 day of June, 2012.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

BY: Robert M Larkin
Robert M. Larkin, Chairman

BY: Robert M Larkin
Robert M. Larkin Chairman

DATE: 6/26/12

DATE: 6/26/12

ATTEST:

BY:

Jane L. Pt Chief Deputy
Cheryl Clark

DATE: 6/26/12