

**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.

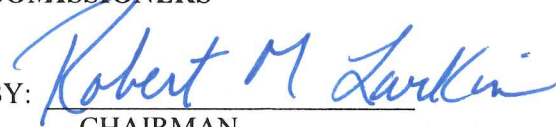
C. This Agreement may be renewed by the parties for any subsequent fiscal year upon the parties' execution of a renewal agreement that sets forth the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal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

DATE: 4/4/12

BY:   
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF  
COMMISSIONERS**

DATE: 6/26/12

BY:   
CHAIRMAN

DATE: 6/26/12

ATTEST:   
WASHOE COUNTY CLERK

**USER**

DATE: 4/16/12

BY: 

## **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.