

Item # 3-1C

**City of Carson City
Agenda Report**

Date Submitted: January 29, 2008

Agenda Date Requested: February 7, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to adopt A Resolution Adopting and Approving an Interlocal Agreement for Forensic Support Services between The County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Sheriff's Office and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-052)

Staff Summary: Contract No. 0607-018 Forensic Support Services Agreement with Washoe County Sheriff's Office expired on 6/30/07.

Type of Action Requested: (check one)
☒ Resolution ☐ Ordinance
☐ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt A Resolution Adopting and Approving an Interlocal Agreement for Forensic Support Services between The County of Washoe, a political subdivision of the State of Nevada on behalf of the Washoe County Sheriff's Office and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-052)

Explanation for Recommended Board Action: The Washoe County Sheriff's Office will provide forensic laboratory analysis services within the existing capabilities of their laboratory which will include but are not limited to the following:

Trace Evidence (Hairs/Fibers/Glass/etc.)
Serology
DNA Analysis
Solid Dosage/Seized Drugs (Drug Testing)
Shoeprint Comparison
Firearms/Toolmark Examinations
Crime Scene Investigation
Latent Print Processing
WIN/AFIS

Arson
Associate Expert Witness Testimony
Laser/ALS Examination

Applicable Statue, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: Annual fee of \$16,198.00 plus the cost of toxicology services which will be invoiced separately and paid quarterly

Explanation of Impact: \$16,198.00 plus the cost of toxicology services which will be invoiced separately and paid quarterly

Funding Source: \$16,198.00 budgeted in FY 2007/2008 Sheriff's Office – Lab Expenses

Supporting Material: Resolution and Interlocal Agreement for Forensic Support Services

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

(Sheriff's Office)

Date:

1/29/08

(City Manager)

Date:

1-29-08

(District Attorney)

Date:

1-29-08

(Finance Director)

Date:

1-29-08

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT FOR FORENSIC SUPPORT SERVICES BETWEEN THE COUNTY OF WASHOE, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY SHERIFF'S OFFICE AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and Washoe County is also a political subdivision of the State of Nevada and the Washoe County Sheriff's Office is a part of that agency; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Agreement for Forensic Support Services desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement for Forensic Support Services is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement for Forensic Support Services shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the Washoe County Sheriff's Office.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 7th day of February, 2008 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABTAIN:

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

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

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

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and CARSON CITY may, in the performance of their functions, enter into an interlocal contract for the use of each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

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

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

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

1. **REQUIRED APPROVAL:** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **TERM:** This Agreement shall be effective upon approval to June 30, 2008.
3. **TERMINATION:** Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice. The parties agree that this Agreement shall be terminated immediately if for any reason WASHOE or CARSON CITY funding ability to satisfy this Agreement is withdrawn, limited or impaired.

4. **RENEWAL:** This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a written addendum to this Agreement setting forth the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by CARSON CITY to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to CARSON CITY and the appropriation of the money for the payment of such fees by CARSON CITY.
5. **NOTICE:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail or mailed certified mail, return receipt requested, postage prepaid and addressed to the other party.
6. **SERVICES PROVIDED:** A. Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for CARSON CITY forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

B. WASHOE staff shall be available, should CARSON CITY require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for CARSON CITY pursuant to this Agreement.
7. **CONSIDERATION:** A. For fiscal year 2007/2008 CARSON CITY shall pay to WASHOE a fee of \$16,198.00, which fee shall entitle CARSON CITY to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by CARSON CITY hereunder.

- B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to CARSON CITY to compensate WASHOE for the provision of the additional forensic laboratory services to CARSON CITY. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.
- C. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide CARSON CITY with any additional expertise or equipment outside of the current capability of WASHOE to perform for CARSON CITY, CARSON CITY shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of CARSON CITY'S receipt of billing by WASHOE for any such consultation services.
- D. In the event that CARSON CITY shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for CARSON CITY pursuant to this Agreement, CARSON CITY agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist CARSON CITY. Any such reimbursement shall be due and payable in full within 15 days of CARSON CITY'S receipt of billing by WASHOE for any such staff services.

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

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

9. **LIMITED LIABILITY:** The parties do not waive and intend to

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

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

DATE: _____

BY: _____
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: _____

BY: _____
BOB LARKIN, CHAIRMAN

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: _____

BY: _____
CARSON CITY SHERIFF

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

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

DATE: _____

By: _____
Deputy District Attorney

CARSON CITY BOARD OF
SUPERVISORS

DATE: _____

BY: _____
MARV TEIXERIA, MAYOR

DATE: _____

ATTEST: _____
CARSON CITY COUNTY CLERK