



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** August 6, 2020

**Staff Contact:** Carol Akers and Sheriff Ken Furlong

**Agenda Title:** For Possible Action: Discussion and possible action regarding a Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and Carson City on behalf of the Carson City Sheriff's Office, for a fee not to exceed \$111,020 through June 30, 2021, and authorization for the Sheriff to execute the contract. (Carol Akers, CAkers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: The Washoe County Sheriff's Office Forensic Science Division will perform forensic services listed in the Agreement (Option B) as deemed necessary by the Carson City Sheriff/Coroner. This contract does not include Toxicology Services; toxicology services are be billed on a per test basis. This will be funded from the Professional Services/Laboratory Expense Account in Fiscal Year 2021.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

---

### **Proposed Motion**

I move to approve, and authorize the Sheriff to execute, the agreement.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

This agreement is renewed each fiscal year.

### **Background/Issues & Analysis**

None

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.180

### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** General Fund - Professional Services/Laboratory Expense Account / 1012011 500336

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, account will be decreased by \$111,020; the available budget for FY 21 is 119,910. Previous annual costs for this agreement have been: FY 18 = \$127,910; FY 19 = 108,329; FY 20 = \$98,980.

**Alternatives**

Do not approve the contract and provide alternative direction to staff.

**Attachments:**

[WCSO Forensic Agreement FY21.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

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

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

**W I T N E S S E T H:**

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

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

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

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

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

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

A. For Fiscal Year 2020/2021 **USER** shall pay to **WASHOE** a fee of **\$111,020**, 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 **Option B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

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

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

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

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

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

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

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

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

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2020 and terminate as of June 30, 2021.

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

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

DATE: 3/26/2020

BY: Way Young UNDERSHERIFF  
WASHOE COUNTY SHERIFF

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIR  
WASHOE COUNTY COMMISSION

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
WASHOE COUNTY CLERK

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
USER

# Full Crime Lab Services (does not include Crime Scene Investigation)

## Option B Scope of Work

### Biology

- Autosomal DNA testing
- Y-Chromosome DNA testing

### Firearms /Toolmark Examinations

- Weapons function testing
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Ammunition component examination
- Serial number restoration (firearms, vehicles, etc.)
- Trajectory analysis
- Distance determination
- Ejection pattern examination

### Latent Print Comparison

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

### Latent Print Processing

- Chemical and powder processing of submitted items of evidence
- Submission for latent print comparison of latent prints of value

### Seized Drug (Controlled Substance Analysis)

- Qualitative Analysis of controlled substances

### *The Forensic Science Division has the following efficiencies in place:*

- Firearms Section cases going to court and those needed for investigative purposes are prioritized. Other cases are worked in order from newest received backwards.
- Seized Drugs (controlled substance analysis) cases being prosecuted or cases for investigative purposes are accepted. The number of samples tested is based on the highest charge attainable. Requests outside of these guidelines should be referred to the Supervisor.
- DNA Section cases are evaluated by the Supervisors for appropriate number of samples to be tested.

### *The following services are provided by the Forensic Science Division and are not included as part of this contract. These services are funded by other means:*

- The Breath Alcohol Program is funded by the State for the benefit of all agencies within the State.

- DNA analysis of convicted offender samples per NRS 176.0913. Funding for this testing is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA analysis of arrestee samples is funded through an administrative assessment per NRS 176.0623.

**This contract does not include Toxicology Services. Toxicology will continue to be billed on a per test basis.**

For any questions contact the Washoe County Sheriff's Office Forensic Science Division Director:

Kerri T. Heward

[kheward@washoecounty.us](mailto:kheward@washoecounty.us)

775-328-2800