

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
LYON COUNTY ON BEHALF OF
THE 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**, hereinafter referred to collectively as **WASHOE**, and **LYON COUNTY** on behalf of the **LYON COUNTY 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 A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, 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 2023/2024 USER shall pay to WASHOE a fee of \$131,264, 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 A** 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 and Familiar Searching services are not included in this Agreement. Any costs incurred for Toxicology and Familiar Searching 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 A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of WASHOE fails to obligate any funds necessary to carry out the duties created hereunder beyond WASHOE'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 this Agreement, including 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 negligent act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with WASHOE's services to be provided pursuant to this Agreement.

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, 2023 and terminate as of June 30, 2024.

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.

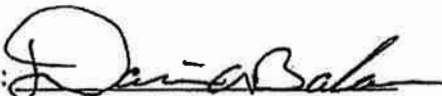
C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such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

5. GOVERNING LAW AND VENUE: 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 Second Judicial District Court in and for the State of Nevada for all actions arising out of 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.

6. 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.

7. ASSIGNMENT: Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.

DATE: 8-10-23

BY: 
WASHOE COUNTY SHERIFF

DATE: _____

BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: 9/11/2023

BY: 
USER Lyon County Manager

Full Crime Lab Services (Includes Crime Scene Investigation)

Option A Scope of Work

Biology/DNA

- 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

Friction Ridge (Latent Print) Comparison

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

Friction Ridge (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

Scene Investigation (24 hour a day / 7 days a week response)

- The Forensic Investigation Section (FIS) responds to the following types of crimes
 - Arson with loss of life and serial arsonist
 - Homicide
 - Attempted homicide
 - Officer Involved Shootings (OIS)
 - Questionable deaths with detective involvement
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon
 - Battery with substantial bodily injury
 - High loss burglary
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected

Processing of a scene includes but is not limited to the following:

- Photo documentation
- Evidence collection as applicable
- Alternate light source examination
- Luminol examination for the detection of nonvisible blood
- Trajectory analysis
- Shoe and tire impression and documentation
- Diagramming including Digital diagramming of crime scenes
- Preparation of the digital diagrams for court room purposes as needed
- Supplying a copy of all pictures taken

The Forensic Science Division has the following efficiencies in place:

- 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 types and 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:

Steven Johnson

sjohnson@washoecounty.gov

775-328-2800