

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
ELKO COUNTY ON BEHALF OF
THE 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**, hereinafter referred to collectively as **COUNTY**, and **ELKO COUNTY** on behalf of the **ELKO 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, **COUNTY** 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 **COUNTY** in providing **USER** the use of **COUNTY'S** Forensic Support Facilities and Services;

WHEREAS, **COUNTY** desires to provide its assistance to **USER** in regard to the use of **COUNTY'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, **COUNTY** shall provide for **USER** forensic analyses within the existing capabilities of **COUNTY** 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 **COUNTY** 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.

COUNTY 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 2026/2027 **USER** agrees to pay **COUNTY** in accordance with the Fee Schedule attached as **EXHIBIT B** and as described in **EXHIBIT C** retroactive to July 1, 2026 to June 30, 2027. **USER** will pay for each service **COUNTY** provides to **USER** for forensic services requested between July 1, 2026 and June 30, 2027, rather than a flat fee. Services will be billed at the rate charged when the service was requested regardless of when the request was fulfilled or completed.

B. USER will be invoiced quarterly for work completed and the COUNTY will include information related to all services provided by the COUNTY to the USER. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by COUNTY. USER shall designate where COUNTY shall send invoices and notify COUNTY where invoice must be sent.

C. In the event, during any fiscal year covered by this Agreement, COUNTY 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 fees charged by COUNTY to USER to compensate COUNTY 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 fees shall be due and payable in full within 30 days after execution of said addendum.

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

E. During the term of this Agreement, in the event that COUNTY 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 COUNTY to perform for USER, USER shall reimburse COUNTY 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 COUNTY for any such consultation services.

F. COUNTY shall provide testimony in any legal proceedings for forensic work completed by the COUNTY for the USER as outlined in EXHIBIT A without additional fees.

2. **INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless COUNTY, 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.

COUNTY 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 COUNTY in connection with COUNTY'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, 2026 and terminate as of June 30, 2027 for items submitted between July 1, 2026 and June 30, 2027.

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. USER will be provided a final bill up to date to the termination date.

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 COUNTY. Any such renewal shall be contingent upon the parties agreeing to the fees to be charged by COUNTY 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.

8. RECORD KEEPING: COUNTY and USER will maintain complete records to comply with Nevada Public Records Act pursuant to NRS Chapter 239. COUNTY has legal obligation to disclose documents in its legal custody and control unless a record is confidential by statutory or common law.

9. BREACH: Failure of either party to perform any obligation of this Agreement shall be deemed a breach. In the event of a breach, the non-breaching party must notify the breaching party and give thirty (30) day notice to remedy the breach. If the breach is not remedied after thirty days, the non-breaching party may terminate this Agreement and may pursue legal remedies.

DATE: 7/28/20

BY: 
WASHOE COUNTY SHERIFF

DATE: _____

BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: _____

BY: _____
ELKO COUNTY SHERIFF
AITOR NARVAIZA

Exhibit A

Scope of Work

Accredited forensic services provided by the Washoe County Sheriff's Office – Forensic Science Division (FSD) and covered within this agreement can be found on the FSD's Scope of Accreditation. The Scope of Accreditation is attached to this Exhibit or can be found on the Washoe County Sheriff's Office website.

Crime Scene Response (24 hours a day / 7 days a week response)

The FSD 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

Toxicology

Refer to the Washoe County Sheriff's Office website for a list of drugs the Toxicology Section can screen and confirm.

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

Steven Johnson
sjohnson@washoecounty.gov
775-328-2800



CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

**Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd., Reno, Nevada 89512 USA**

Fulfills the requirements of

ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023)

FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

In the field of

Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.
The current scope of accreditation can be verified at www.anab.org.

Pamela L. Sale, Vice President, Forensics

Expiry Date: 31 October 2026
Certificate Number: FT-0040





**SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2017**

**Accreditation Requirements for Forensic Testing and Calibration (2023)
FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020
FBI Quality Assurance Standards for DNA Databasing Laboratories:2020**

Washoe County Sheriff's Office Forensic Science Division

911 Parr Blvd.
Reno, Nevada 89512 USA

FORENSIC TESTING

ISO/IEC 17025 Accreditation Granted: 29 May 2014

Certificate Number: FT-0040

Certificate Expiry Date: 31 October 2026

Discipline: Biology		
Component/Parameter	Item	Key Equipment/Technology
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
DNA Profile Determination (Database Samples)	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid Epithelial Cell	Capillary Electrophoresis Chemical Fluorescence Spectroscopy General Microscopy Immunoassay

Discipline: Rapid DNA		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
DNA Profile Development	Short Tandem Repeat (STR)	Capillary Electrophoresis

This Scope of Accreditation, version 007, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

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1899 L Street NW, Suite 1100-A, Washington, DC 20036
414-501-5494
www.anab.org



Discipline: Firearms and Toolmarks		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Distance Determination	Firearm Physical Item	Chemical General Microscopy Measuring Equipment
Function Evaluation	Air Gun Firearm	Dead Weight Measuring Equipment Visual
Individual Characteristic Database	Ammunition	National Integrated Ballistic Information Network (NIBIN)
Physical Comparison	Ammunition	General Microscopy Visual
Qualitative Determination	Ammunition Firearm Metal Nitrate/Nitrite Tool	Chemical General Microscopy Measuring Equipment Reference Collection
Serial Number Restoration	Physical Item	Chemical General Microscopy Magnetic Visual
Trajectory Determination	Inspection/Test Result Physical Item	Measuring Equipment

Discipline: Friction Ridge		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	Next Generation Identification System (NGI)
Physical Comparison	Ridge Detail	Software Program Visual
Qualitative Determination	Blood	Chemical

Discipline: Scene Investigation		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Enhancement	Physical Item	Chemical

This Scope of Accreditation, version 007, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

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		Physical Software Program
Qualitative Determination	Body Fluid Metal Physical Item	Chemical Metal Detector Visual

Discipline: Seized Drugs		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Raman Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

Discipline: Toxicology – General Testing		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography
Quantitative Measurement	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Quantitative Measurement (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.



Pamela L. Sale
Vice President, Forensics

Exhibit B – Fiscal Year 27 Fee Schedule

Service Name	FY27 Rates
DNA FEES	
DNA – Reference Sample (Rate per Sample)	\$456
DNA – Per Sample (Rate per Evidence Samples)	\$1606
DNA – Stop at Quantification or Interpretation Only (Rate per Sample)	\$1103
DNA – Sexual Assault Kit (Kit includes 1 Reference and 3 Evidence Samples)	\$1912
DNA – Report Only	\$274
DNA – Per Hour	\$137
FIREARMS FEES	
Firearms – Per Hour	\$164
CRIME SCENE FEES	
Crime Scene – 4 Staff	\$30,261
Crime Scene – 3 Staff	\$9,782
Crime Scene – 2 Staff	\$4,163
Crime Scene – 1 Staff	\$2,579
Crime Scene – Per Hour	\$131
LATENT PRINT FEES	
Latent Print Comparisons – Per Hour	\$124
Latent Print Processing – Per Hour	\$131
OTHER FEES	
Controlled Substances – Per Assignment (Up to 5 Exhibits)	\$834
TOXICOLOGY FEES	
Toxicology (Alcohol, Blood Test) – Per Sample	\$157
Toxicology (Drug Screen, Blood Test) – Per Sample	\$350*
Toxicology (Drug Confirmation, Blood Test) – Per Sample	\$536

*Drug Screens will be performed as part of an OTS Grant and the cost of this service will not be billed to the submitting agency.

Exhibit C – Description of Services

Service Name	Description
DNA Fees	
DNA – Reference Sample	The fee to analyze one reference sample. Multiple reference samples may be required per assignment, and this charge will be applied per submitted sample.
DNA – Per Sample	The fee to analyze one evidential DNA sample through the interpretation and report writing process. Multiple evidential samples may be collected from a single piece of evidence, and this charge will be applied for each sample processed.
DNA – Stop at Quantification (Lab)	The fee for an evidential DNA sample that does not move forward to the interpretation process, and the DNA analysis is stopped at the quantification step.
DNA – Interpretation Only	The fee to compare a DNA profile to a previously generated profile with no laboratory work performed.
DNA – Sexual Assault Kit	The fee to process one DNA Sexual Assault Kit. The “Kit” includes testing for one reference sample and up to three evidential samples. Any additional reference samples will be charged at the Reference Sample rate and additional evidential samples will be charged at the Per Sample or Stop at Quantification rate, as appropriate.
DNA – Report Only	The fee to generate a report without any other work performed by the laboratory. This typically occurs when a case is outsourced to another laboratory.
DNA – Hour	The hourly rate used for work not outlined in the above charges. This typically occurs when items of evidence are screened for biological samples, but no samples are collected and forwarded for DNA analysis. In this example, the hourly rate will be used for the time spent screening the evidence and writing the report.
DNA Assignment Example	An agency submits a case with three evidence items and two reference samples. Three biological samples were collected from one item of evidence, and two biological samples were collected from each of the other two evidence items (total of seven evidence samples). Five evidence samples were processed through the interpretation and report writing process, two evidence samples were stopped at quantification, and the two reference samples were processed. The agency would be billed for: DNA – Per Sample x 5 samples DNA – Stop at Quantification x 2 samples DNA – Reference Sample x 2 The number of biological samples collected necessary to support the testing request will be determined by the laboratory.

Latent Print Fees	
Latent Print Comparisons – Per Hour	The hourly rate used for all work performed in the latent print comparison section.
Latent Print Processing – Per Hour	The hourly rate used for all work performed in the latent print processing section.

Firearms Fees	
Firearms – Per Hour	The hourly rate used for all work performed in the firearms sections, including trajectory analysis.

Exhibit C – Description of Services

Crime Scene Fees	
Crime Scene – 1 Staff	The fee for a request for Crime Scene service for X number of analysts. A request for service may include one or multiple scenes or multiple requests for service. The rate charged will be for the number of analysts needed to complete each request for service per case. For example, one request for service may have four small scenes (primary, secondary, victim, and suspect) and would only require one analyst to manage that request. In this example, the agency would be charged the Crime Scene - 1 Staff rate. Conversely, a request for service may include one large scene which requires 3 analysts (i.e. large shooting scene with multiple weapons, multiple shooting locations within the scene, and a large volume of evidence to collect and process on scene). In this example, the agency would be charged with the Crime Scene - 3 Staff rate. Most of the requests for Crime Scene services only require one or two analysts. A case could have multiple requests for service. Using the first example, after the first request was processed with one analyst, the agency added a separate request for vehicle processing. This request only requires one analyst, and the agency would be charged a <u>second</u>, Crime Scene - 1 Staff rate. Suspect and victim processing may be considered a separate scene when additional staff is requested by the agency for processing. Using the first example again, if one analyst is working on the primary scene and the agency requests a second analyst to process a suspect, the agency will be charged at the Crime Scene - 1 Staff rate for the initial request and the Crime Scene - 1 Staff rate for the secondary request (suspect processing). The number of analysts needed to work a scene will be determined by the laboratory and will be based on the complexity of the scene. Each scene will typically be worked start to finish before moving to another scene.
Crime Scene – 2 Staff	
Crime Scene – 3 Staff	
Crime Scene – 4 Staff	
Crime Scene – Per Hour	The hourly rate used to travel to a scene outside of Washoe County. The agency will be charged from Portal to Portal.

Controlled Substances Fees	
Controlled Substances – Per Assignment	Fee for a completed assignment, up to five exhibits tested. Exhibits are tested as needed to support the highest criminal charge(s). When more than five exhibits are tested, additional assignments will be created. Exhibits are substances with the same general makeup (white powder, crystalline substance, black tar material, etc.) and multiple similar items from the same evidence package can be one exhibit or a single item of evidence may contain multiple exhibits if different.

Toxicology Fees	
Toxicology (Alcohol, Blood Test)	Fee for each completed blood alcohol test. Cases with three-part blood draws will be charged for each alcohol blood draw tested.
Toxicology (Drug Screen, Blood Test)	Fee to screen a blood sample for the presence of controlled substances.
Toxicology (Drug Confirmation, Blood Test)	Fee to confirm the presence of controlled substances in a blood sample. A Drug Screen will occur prior to a Drug Confirmation . When a request is submitted to analyze a blood sample for alcohol and drugs and the alcohol result is greater than 0.100, only a Drug Screen will be performed. The agency can make an additional Drug Confirmation request to confirm the drugs identified in the Drug Screen .