Hem#9-28

City of Carson City Agenda Report

Date Submitted: 5-26-09 Agenda Date Requested: 6-04-09

Time Requested: Consent

To: Carson City Board of Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to adopt a Resolution Adopting and Approving an Interlocal Contract between Washoe County, Nevada, on behalf of the Washoe County Sheriff's Office, and Carson City, Nevada, on behalf of the Carson City Sheriff's Office for Forensic Support Services and other matters properly related thereto.

Staff Summary: This Agreement allows the Carson City Sheriff's Office to use Washoe County Sheriff's Department's forensic support facilities and services.

Type of Action Requested: (_X_) Resolution () Formal Action/Motion	(check one) () Ordinance () Other (Specify)
Does This Action Require A Business	Impact Statement: () Yes (X_) No
Adopting and Approving an Interlocal Co	to adopt Resolution No, a Resolution ontract between Washoe County, Nevada, on office, and Carson City, Nevada, on behalf of a Support Services and other matters

Explanation for Recommended Board Action: This Agreement provides for forensic laboratory analysis services to include the following: Trace Evidence, Stain Characterization, Drug Testing, Shoeprint and Tire Track Comparison, Firearms/Toolmark Examinations and certain types of DNA analysis. Carson City Sheriff's Office Crime Lab is not equipped to perform this type of analysis. Washoe County has been performing these services for the Carson City Sheriff's Office since 1997.

Applicable Statute, Code, Policy, Rule or Regulation: NRS Chapter 277

Fiscal Impact: \$21,779.00

Funding Source: Laboratory Expense – Account Number 101-2012-421.06-36

Supporting Material: Forensic Support Services Agreement

Prepared By: Kathie Heath, Business Manag	ger
(City Manager) Malane Vouketta (District Attorney) (Finance Director) (Sheriff)	Date: 5/26/07 Date: 5-26-09 Date: 5/26/09 Date: 5/26/09
Board Action Taken:	
Motion:	1) Aye/Nay 2)
(Vote Recorded By)	

RESOLUTION NO.	
RESULT 1101 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT
BETWEEN WASHOE COUNTY, NEVADA, ON BEHALF OF THE WASHOE
COUNTY SHERIFF'S OFFICE AND CARSON CITY, NEVADA, ON BEHALF
OF THE CARSON CITY SHERIFF'S OFFICE FOR FORENSIC SUPPORT
SERVICES 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 and Washoe County are political subdivisions of the State of Nevada; 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 Contract for forensic support services, 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 Contract for forensic support services is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract 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 Washoe County.

Upon motion by Supervisor Supervisor day of June, 2009 by the followin		or	, seconded by	
Supervisor			the foregoing Resolution was passed and	
adopted this	$_{\rm day}$ of June, 20	09 by the followi	ng vote.	
	VOTE:	AYES:		
		NAYS:		
		ABSENT:		
		ABTAIN:		
			Robert L. Crowell, Mayor	
			Carson City, Nevada	
ATTEST				
ATTEST				
Alan Glover, (Clerk	_	·	
Carson City, N				

FORENSIC SUPPORT SERVICES AGREEMENT BETWEEN WASHOE COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND CARSON CITY ON BEHALF OF 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 CARSON CITY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

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 Exhibit 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, 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 2009/2010 USER shall pay to WASHOE a fee of \$21,779.00, 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 B 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 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 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 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 15 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 15 days of USER'S receipt of billing by WASHOE for any such staff services.
- 2. <u>INDEMNIFICATION</u>: 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. <u>MODIFICATION</u>: 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, 2009 and terminate as of June 30, 2010.

- 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.

OF

DATE: 4-21-09	BY: MILLE HOLY WASHOE COUNTY SHERIFF
	WASHOE COUNTY BOARD COMISSIONERS
DATE:	BY:CHAIRMAN
DATE:	ATTEST:WASHOE COUNTY CLERK
DATE: <u>5/14/69</u>	BY: Leafy

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

WIN/AFIS database

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

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - o Homicide (minimum 3 investigators)
 - o Attempted Homicide
 - o Officer Involved Shootings (minimum 3 investigators)
 - o Questionable deaths with detective on scene
 - o Kidnapping
 - o Child Abuse
 - o Sexual Assault with substantial bodily injury or unknown suspect
 - o Battery with a deadly weapon with substantial bodily injury
 - o Armed Robbery with substantial bodily injury
 - o Bank Robbery with substantial bodily injury
 - o Robbery, strong armed, with substantial bodily injury
 - o Fatal traffic accidents when vehicular homicide is suspected
 - o Homicide Autopsy
 - O 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
- Photo Laboratory services can be provided per the following fee schedule:
 - o 35mm rolls of film \$2.00/roll
 - o 4 x 6 prints \$.40/print
 - o 8 x 12 prints \$2.00/print
 - o \$10.00 per CD

Forensic laboratory analysis 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.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials