



WASHOE COUNTY

Integrity Communication Service
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CM/ACM JS
Finance LC/CH
DA KM
Risk Mgt DE
HR NA
Other NA

STAFF REPORT

BOARD MEETING DATE: June 27, 2017

DATE: Wednesday, June 14, 2017
TO: Board of County Commissioners
FROM: Kerri Heward, Director, Forensic Science Division
(775) 328-2803, kheward@washoecounty.us
THROUGH: Sheriff Chuck Allen
SUBJECT: Recommendation to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents of the Nevada System of Higher Education \$18,016; Carlin PD \$7,622; Carson City SO \$127,910; Churchill Co SO \$40,535; Douglas Co SO \$104,940; Elko PD \$78,368; Elko Co SO \$73,448; Eureka Co SO \$4,850; Fallon PD \$32,878; Humboldt Co SO \$29,795; Lander Co SO \$9,008; Lovelock Paiute Tribal PD \$3,000; Lyon Co SO \$83,322; Mineral Co SO \$7,657; Nevada Inspector General's Office \$13,962; Pershing Co SO \$6,305; Sparks PD \$435,500; Storey Co SO \$29,726; Washoe County School PD \$20,718; West Wendover PD \$22,173; Winnemucca PD \$40,881; Yerington PD \$6,929 for Forensic Laboratory Analysis Service fees for the term of July 1, 2017 to June 30, 2018 with a total income of [\$1,197,543.00]. (All Commission Districts)

SUMMARY

Washoe County via Washoe County Sheriff's Office Forensic Science Division provides Forensic Science Services to various Law Enforcement Agencies. The contract fees are based on a percentage of usage by each individual agency and cover the cost of services provided under the scope of work.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

These are annual Forensic Service Contracts similar to those executed for fiscal year 16-17, with the exception of the amounts of these contracts, which have been changed based on individual agency use of contracted services during previous calendar years.

AGENDA ITEM # 11

BACKGROUND

The Washoe County Sheriff's Office provides forensic services to Federal, State, and Local agencies throughout northern Nevada via a service contract. Services covered include all in-house laboratory analysis as outlined in Exhibit A including field investigation or Exhibit B excluding field investigation. Fees are based upon the type of contract selected by the agencies and cover the cost of services.

Agencies not wishing to contract with the Washoe County Sheriff's Office for forensic services will be billed for services requested at an hourly rate, as has been outlined to all of the laboratory's user agencies. Toxicology services are not a part of the standard contracts and agencies are billed separately for toxicology analysis; except for the agreement with Sparks PD which includes \$50,000 for toxicology services.

The attached contracts cover the following agencies for the fiscal year 17-18:

Board of Regents	\$ 18,016.00
Carlin PD	\$ 7,622.00
Carson City SO	\$ 127,910.00
Churchill Co SO	\$ 40,535.00
Douglas Co SO	\$ 104,940.00
Elko PD	\$ 78,368.00
Elko Co SO	\$ 73,448.00
Eureka Co SO	\$ 4,850.00
Fallon PD	\$ 32,878.00
Humboldt Co SO	\$ 29,795.00
Lander SO	\$ 9,008.00
Lovelock Paiute Tribe PD	\$ 3,000.00
Lyon Co SO	\$ 83,322.00
Mineral Co SO	\$ 7,657.00
NV Inspector General	\$ 13,962.00
Pershing Co SO	\$ 6,305.00
Sparks PD	\$435,500.00
Storey Co SO	\$ 29,726.00
Washoe CO School District PD	\$ 20,718.00
West Wendover PD	\$ 22,173.00
Winnemucca PD	\$ 40,881.00
Yerington PD	\$ 6,929.00
TOTAL	\$1,197,543.00

FISCAL IMPACT

The revenues from these contracts will be deposited into General Ledger Account 150650-460162 in the amount of \$1,147,543 and into 150651-460162 in the amount of \$50,000. The revenue and related expenditure authority were built in to the approved Washoe County FY 2018 budget.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents of the Nevada System of Higher Education \$18,016; Carlin PD \$7,622; Carson City SO \$127,910; Churchill Co SO \$40,535; Douglas Co SO \$104,940; Elko PD \$78,368; Elko Co SO \$73,448; Eureka Co SO \$4,850; Fallon PD \$32,878; Humboldt Co SO \$29,795; Lander Co SO \$9,008; Lovelock Paiute Tribal PD \$3,000; Lyon Co SO \$83,322; Mineral Co SO \$7,657; Nevada Inspector General's Office \$13,962; Pershing Co SO \$6,305; Sparks PD \$435,500; Storey Co SO \$29,726; Washoe County School PD \$20,718; West Wendover PD \$22,173; Winnemucca PD \$40,881; Yerington PD \$6,929 for Forensic Laboratory Analysis Service fees for the term of July 1, 2017 to June 30, 2018 with a total income of [\$1,197,543.00].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents of the Nevada System of Higher Education \$18,016; Carlin PD \$7,622; Carson City SO \$127,910; Churchill Co SO \$40,535; Douglas Co SO \$104,940; Elko PD \$78,368; Elko Co SO \$73,448; Eureka Co SO \$4,850; Fallon PD \$32,878; Humboldt Co SO \$29,795; Lander Co SO \$9,008; Lovelock Paiute Tribal PD \$3,000; Lyon Co SO \$83,322; Mineral Co SO \$7,657; Nevada Inspector General's Office \$13,962; Pershing Co SO \$6,305; Sparks PD \$435,500; Storey Co SO \$29,726; Washoe County School PD \$20,718; West Wendover PD \$22,173; Winnemucca PD \$40,881; Yerington PD \$6,929 for Forensic Laboratory Analysis Service fees for the term of July 1, 2017 to June 30, 2018 with a total income of [\$1,197,543.00].

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

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 the **CITY OF CARLIN** on behalf of the **CARLIN POLICE DEPARTMENT** 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 **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.

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 2017/2018 **USER** shall pay to **WASHOE** a fee of **\$7,622**, 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 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 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 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, 2017 and terminate as of June 30, 2018.

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: April 17, 2017

BY: 
WASHOE COUNTY SHERIFF

DATE: _____

BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: April 26, 2017


BY: 
USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ◆ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ◆ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- 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

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison

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

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination

- Presumptive and confirmatory stain characterization
 - ♦ Semen (presence of sperm cells)
 - ♦ Seminal fluid (absence of sperm cells)
 - ♦ Saliva
 - ♦ Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

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 \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match, explosive materials, and arson (ignitable liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

**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**.

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, 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 2017/2018 **USER** shall pay to **WASHOE** a fee of **\$127,910**, 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 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 **Exhibit 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, 2017 and terminate as of June 30, 2018.

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: April 17, 2017

BY: 
WASHOE COUNTY SHERIFF

DATE: _____

BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____

ATTEST: _____
WASHOE COUNTY CLERK

DATE: _____

BY: 
USER Kew Furlong, Sheriff
Carson City

EXHIBIT B

FY 17/18

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

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

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

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

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 \$250.00 per hour

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

Crime Scene Investigation (24/7 Response)

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.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$25.00 per CD

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

The attached document was submitted to the **Washoe County Board of Commissioners** during the meeting

held on June 27, 2017

by Sheriff's Office

for Agenda Item No. 11

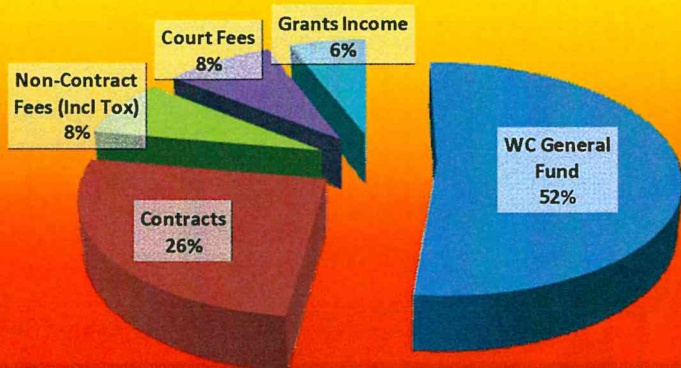
and included here pursuant to NRS 241.020(7) as

amended by AB65 of the 2013 Legislative Session.

Budget

FUNDING SOURCE - FY 2016

Washoe GF Budget \$4,973,764



Contract fees from outside agencies covered one-fourth of the FSD annual expenses for FY 2016. This is an increase over 2015 by 2%. The increase can be attributed to lower revenues from Fees for Services not covered by contracts (including toxicology fees) and a decrease in grant funding.

CONTRACT FEES

Contract fees are based on an agency's last three years of requests for services against the FSD's annual budget. Although, only seventeen percent of submissions to the lab come from the Washoe County Sheriff's Office, 53% of our funding is from Washoe County General Funds through the Sheriff's Office budget. We have lost a considerable amount of grant funding over the last few years. This means, especially for DNA, less funding for equipment, overtime to clear backlogs and monies for chemicals and supplies. We added the court fees for arrestee in 2015. Court assessed fees for Chemical and DUI testing were down 1% in 2016.

GRANT FUNDING



LINE ITEM EXPENSES

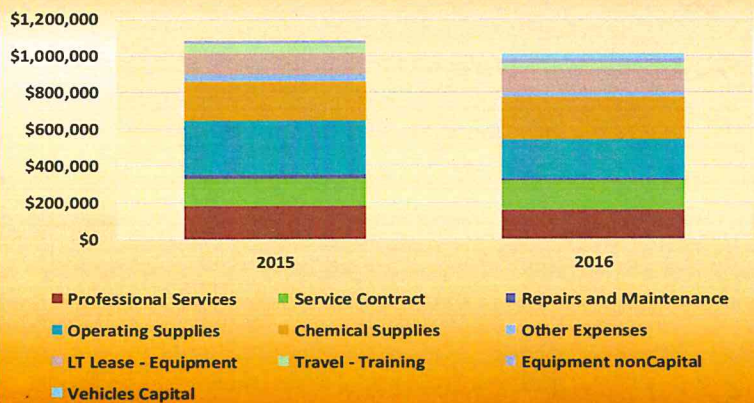
Like other agencies, funding for the FSD is based on expenditure lines. We have a current staffing level of 33 full and 5 part time and grant funded employees. In 2016, we saw a 6% increase in our General Fund expenses. Three percent of the increase was in personnel costs. These expenses are beyond our control and are based on employee contracts. Other line item increases in 2016 included equipment and chemicals.

Operating supplies and chemicals make up about 8% of our annual expenses. Batching cases such as in DNA and Toxicology testing can minimize the costs of our chemical and supply budget. Rush cases can cost as much as 5 times more than cases that are batched.

The total General Fund Budget for 2016 was \$4,973,764. The total expenses including those from grants and court fees was \$5,204,529.

EXPENSES INCLUDING GRANTS AND COURT FEES

(does not include personnel costs)



Section Reports

This last year has been challenging with many changes to staffing, designing a new information management system, proposed legislation on sexual assault kits and marijuana, and validation of new equipment and methods. All of these elements, as well as receiving 500 more requests for examination this year have contributed to our increasing backlog and higher turn around times. Through it all we produced over 6,300 test results and aided in 108 investigations through CODIS hits; as well as an additional 18 leads through NIBIN . We're hoping the new fiscal year will see us fully staffed. Although, it will be several months before our new team members will be fully trained and performing case work.

BIOLOGY UNIT

Submissions Received both Primary Exam and DNA

Year	Submission	Change
2015	646	---
2016	833	+22%

Submissions Completed both Primary Exam and DNA

Year	Submission	Change
2015	472	---
2016	729	+35%

Offender Samples

Year	Received	Change
2015	5203	---
2016	4901	-6%

FIS/ LATENT PRINTS

New Submissions

Year	Submissions	Change
2015	929	---
2016	750	-8%

Completed Submissions

Year	Submissions	Change
2015	958	---
2016	691	-28%

CONTROLLED SUBSTANCES / FIREARMS

CS New Submissions

Year	Submission	Change
2015	496	---
2016	507	+2.2%

CS Completed Submissions

Year	Submission	Change
2015	486	---
2016	532	+9.5%

FA New Submissions

Year	Submission	Change
2015	187	---
2016	212	+13.4%

FA Completed Submissions

Year	Submission	Change
2015	170	---
2016	136	-20%

IBIS/NIBIN

New Submissions

Year	Submission	Change
2015	350	---
2016	511	+46%

Completed Submissions

Year	Submission	Change
2015	315	---
2016	405	+28.6%

BREATH ALCOHOL

Instruments In Service

Year	Instruments	Change
2015	34-36	---
2016	26-28	~-23%

Instruments Calibrated

Year	Instruments	Change
2015	173	---
2016	148	-14.5%

Officers Trained—Evidential

Year	Submission	Change
2015	376	---
2016	680	+80.9%

TOXICOLOGY

New Submissions

Year	Submission	Change
2015	2963	---
2016	3277	+10%

Completed Submissions

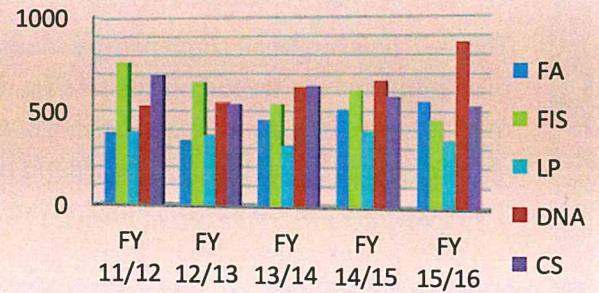
Year	Submission	Change
2015	3184	---
2016	3604	+12%

Officers Trained—Preliminary

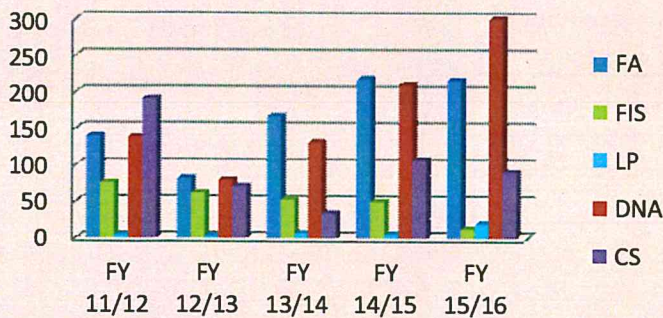
Year	Submission	Change
2015	50	---
2016	102	+104%



5 YEARS OF FSD SUBMISSIONS RECEIVED BY SECTION



BACKLOGS



PROJECTS

Our largest project this year is the replacement of our aging LIMS (Laboratory Information Management System). This project has already been in progress for two years in the design of the system. We are very hopeful that we will see the completion of phase one by late June. The new LIMS, commonly known as the BEAST, will help to streamline our processes. It will create a paperless system with access for our agencies and users to check the progress of their requests. Additionally, final results will be available by email. Discovery requests should be a button click away.

Other projects include: securing funding for 1,179 unsubmitted sexual assault kits to be tested under the Sexual Assault Kit Initiative; the completion of a full audit of our evidence section to include WCSO property and evidence (with a current evidence count of over 200,000 items), and the purchase of a "TruNarc" device that we will be validating this year. The TruNarc will allow for preliminary testing of controlled substances through packaging material and could eliminate the use of chemical presumptive testing.

Requests for testing (submissions) continue to increase every year.. This year has seen a marked increase in requests for DNA testing. Protocols on testing such as sample limitations have helped us management our backlogs in the past, but changes in legislation will affect how we are able to provide services.

STAFFING CHANGES and TRAINING

DNA: We lost our DNA technical leader. Brittney Chilton is temporarily assigned as DNA Technical Leader. A full time technical leader is in the background process. Kate O'Driscoll completed her training in Primary Examination in March 2016.

Note: Per Federal Requirements, DNA cannot conduct testing without a DNA Technical Leader. Educational standards for a DNA Technical Leader include at least a Master's Degree and 3 years experience in a Forensic DNA Laboratory.

BREATH ALCOHOL and FIREARMS: Due to a promotion, we lost half a criminalist position in both sections in 2015. A Criminalist will begin the 2 year training program in Firearms in June. Our goal is to have a second full time firearms examiner trained by July 2019.

CHEMISTRY: We lost a criminalist position in February of 2016.

FIS and LATENT PRINTS: FIS lost both a supervisor and an investigator in 2016. Ashlyn Ziarnowski completed training and received authorization to perform case work in 2016. We also lost our Certified Latent Print Examiner in 2016. Renee Armstrong was promoted to Supervising Criminalist.

TOXICOLOGY: Felicia Hall completed and received work authorization in Drug Confirmations.

All vacant positions have candidates in background investigations. We hope by the first of July to have all our successful candidates in training programs for the various disciplines.