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## '97 JUL 17 P1 40 RENSIC SUPPORT SERVICE AGREEMENT - 1997/98 Between

BARBARA REED

County of Douglas

And

Who DEPUTY THE WASHOE COUNTY SHERIFF'S OFFICE

This Agreement is made and entered into this <a href="Lili">10th</a> day of <a href="Lili">July</a>, 1997, by and between the Washoe County Sheriff's Office, a statutory office of the County of Washoe, State of Nevada, hereafter referred to as "Washoe", and the County of Douglas.

### WITNESSETH

WHEREAS, pursuant to Nevada Revised Statutes, the County of Douglas and Washoe may, in the performance of their functions, use each other's facilities, with the consent of the owner and subject to terms and conditions as may be agreed upon; and

WHEREAS, the County of Douglas needs such services and desires to avail itself of the use of such resources.

NOW, THEREFORE, BE IT RESOLVED: that in consideration of mutual promises and covenants contained herein, the parties hereby agree as follows:

- 1. <u>Services provided:</u> Unless otherwise provided and/or amended by written agreement, the Washoe County Sheriff's Office shall provide forensic analyses within the existing capabilities of the Laboratory. Any costs for consultants shall be borne by the requesting agency.
- 2. Agreement to Hold Harmless: The County of Douglas agrees to indemnify and hold harmless Washoe, its officers, agents and employees from, and against, any and all claims, demands or actions by any person which arise or result from any negligent act or negligent failure to act by any County of Douglas employees, in connnection with the performance of this Agreement.

Washoe agrees to indemnify and hold harmless the County of Douglas, its officers, agents and employees from, and against, any and all claims, demands or actions by any person which arise or result from any negligent act or negligent failure to act by any Washoe employees, in connection with the performance of this Agreement.

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#### 3. Modifications:

- A) Modifications or amendments to this Agreement must be in writing and signed by both parties hereto. absence of such a writing, such modifications amendments are not binding on either party.
- The Sheriff of Douglas County and the Sheriff, or B) their designees, are authorized to modify the annual price of this Agreement each year pursuant to Section 5, Subsection B.

## Payment for Services:

- A) For Fiscal Year 97-98, the County of Douglas shall pay Washoe \$39,113.00.
- B) For each year thereafter the County of Douglas shall pay Washoe in the same manner, an amount mutually agreed upon by the Douglas County Sheriff's Office and the Washoe County Sheriff's Office. This annual price modification cannot contain an increase of more than 15%, must be in amendment form executed by both agencies, and attached to this Agreement prior to the beginning of each fiscal year.

#### 5. Effective Date Termination:

A) This Agreement is effective beginning July 1, 1997.

Termination of participation by either agency at any time B) other than the end of the fiscal year may be made only

upon six (6) months written notice.

Changes in the scope of duties, or necessary price C) increases that exceed 15%, shall terminate this Agreement resubmittal require to the Douglas Commissioners and Washoe County Commissioners.

Commissioners

lacques Etchegoyhet, Chairman

Douglas County Board of Commissioners

heriff of Washoe County

as County

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REQUESTED BY

# DOUGLAS COUNTY DOUGLAS CO. REVADA

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LINDA SLATER RECORDER

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PAID KY DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE B. RECO CA

**Judicial District Court** k of the Judicial District County vada in appoint the County of Douglas.

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