

INTERLOCAL AGREEMENT FOR FORENSIC LABORATORY SERVICES

This Agreement is entered into on _____ by and between the Las Vegas Metropolitan Police Department (LVMPD) and the City of North Las Vegas (the "City"), by and through the North Las Vegas Police Department (NLVPD).

WITNESSTH:

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, each of the parties hereto maintain law enforcement activities; and

WHEREAS, the parties hereto desire to obtain maximum efficiency in cooperative law enforcement through mutual aid and assistance by and among the parties, and;

WHEREAS, the parties hereto are empowered to enter into an agreement for mutual aid under Nevada Revised Statutes 277.180 and 414.090;

NOW, THEREFORE, the parties agree as follows:

Section I. Scope of the Agreement

The LVMPD Forensic Laboratory agrees to provide certain forensic analysis services upon request by NLVPD as outlined in Exhibit A, Scope of Work.

Section II. Cost

NLVPD agrees to pay LVMPD within thirty (30) days upon receipt of invoice. The current rates (effective July 1, 2023) are outlined in the Las Vegas Metropolitan Police Department's Service Charge Fee Schedule as referenced in Exhibit B, Service Charges. Services Charges are subject to an annual review and change.

Section III. General

1. Indemnification:

Neither party waives any right to a defense or indemnification that may exist in law or equity.

2. Limited Liability:

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations. Liability of both parties shall not be subject to punitive damages.

3. Independent Public Agencies:

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public or non-profit agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operation, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or *principal-agent, or to otherwise create any liability for one agency whatsoever* with respect to the indebtedness, liabilities, and obligations of the other agency or any other parties.

4. Severability:

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

5. Confidentiality:

Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law.

7. Duration:

This Agreement shall become effective October 27, 2023. This agreement shall remain in effect for a period of three (3) years. Any party hereto may terminate their participation in this Agreement effective upon written notice to the other party hereto.

8. Compensation:

Las Vegas Metropolitan Police Department will provide the Services in the Amount not to exceed Twenty-Three Thousand Dollars and 00/100 per year (\$23,000.00), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. The total not to exceed amount Sixty-Nine Thousand Dollars and 00/100 (\$69,000.00).

9. Confidentiality and Authorizations for Access to Confidential Information

9.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by *Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.*

9.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City is requesting a letter on Las Vegas Metropolitan Police Department letter head verifying the a Level 3 Background which includes Federal fingerprinting, drug screening, Voice Stress Analysis (CVSA), or equivalent assessment, and Police/Fire Security Clearance Process was conducted. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

10. Assignment, Modification:

The duties and responsibilities of any party of this Agreement may not be assigned, in whole or in part, without prior written consent of the other party hereto. This Agreement may be modified or amended only by written agreement, duly signed by the authorized representatives of the parties hereto.

11. Notice:

Any notice to one party from the other under this Agreement shall be given in writing and sent U.S. Mail, postage paid, and directed to the appropriate party as follows:

LVMPD: Sheriff
Las Vegas Metropolitan Police Department
400 S. Martin L. King Boulevard
Las Vegas, Nevada 89106
(702) 828-3111

NLVPD: Chief of Police
North Las Vegas Police Department
2250 Las Vegas Boulevard, North Suite 300
North Las Vegas, NV 89030
Telephone: (702) 633-9111

12. No Intent to Benefit Non-Parties:

Neither party to this Agreement intends to benefit any person who is not named as a party to this Agreement, to assume any specific duty to any other person or to assume any other duty beyond that imposed by general law.

13. Applicable Law:

This agreement shall be interpreted under the laws of the State of Nevada, including but not limited to Nevada Revised Statutes Chapter 277.

14. Authority:

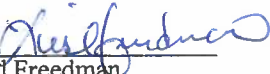
The execution, delivery and performance of this Agreement has been duly authorized and approved by the required governing bodies or personnel of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

Las Vegas Metropolitan
Police Department

By: 
Kevin McMahon
Sheriff

Approved as to Form:

By: 
Leisi Freedman
General Counsel

City of North Las Vegas

By: _____
Pamela Goynes-Brown
Mayor

Attest:

By: _____
Jackie Rodgers
City Clerk

Approved as to Form:

By: _____

Micaela Moore
City Attorney

City of North Las Vegas Police Department

By: _____
Jacqueline Gravatt
Chief of Police

ATTACHMENT A
SCOPE OF WORK -
Toxicology Laboratory Analysis
for the North Las Vegas Police Department

The Scope of work represents the agreed upon services provided to the **North Las Vegas Police Department (NLVPD)** by and through the **Las Vegas Metropolitan Police Department Forensic Laboratory (LVMPD)**. These services shall apply to casework generated as a result of fatal DUI related offenses and other cases as requested by the North Las Vegas Police Department occurring within the North Las Vegas Police Department's vicinity of the State of Nevada.

The duties and responsibilities of the North Las Vegas Police Department and the Las Vegas Metropolitan Police Department Forensic Laboratory for the term of this agreement are as follows:

North Las Vegas Police Department

1. For fatal DUIs and other cases with 3-5 day turnaround time requirements for court, the samples will be delivered within a few hours (no later than 8 hours) of the incident to:
 - a) The Forensic Laboratory located at 5605 W. Badura Avenue #120B, Las Vegas, NV 89118 if the Laboratory is open (Monday – Friday 0700-1600).
 - b) Crime Scene Investigations (CSI) Forensic Hold Area located at 5555 W. Badura Avenue #180B, Las Vegas, NV 89118 if the Forensic Laboratory is closed. CSI should be contacted first at 702-828-3471 to ensure personnel are available to accept the toxicology sample.
2. The Forensic Laboratory will be notified of the need for expedited analysis of a case and its due date by the NLVPD as soon as possible. Notify the Forensic Laboratory via email at ForensicLab@LVMPD.COM
3. For routine cases that can be completed later than 5 days after receiving the sample, the samples will be delivered to the Forensic Laboratory during regular work hours (Monday – Friday 0700-1600).
4. Only blood evidence will be submitted. The LVMPD Forensic Laboratory does not perform analysis on urine samples.
5. Reimburse LVMPD for the cost per toxicology case analyzed at the rate outlined in the Las Vegas Metropolitan Police Department's Service Charges schedule (attached for

rates effective July 1, 2023). Service Charges are updated annually. Fees will be charged at the rate that match the appropriate Service Charge schedule.

6. Reimburse LVMPD for Expert Witness Testimony at the rate outlined in the Las Vegas Metropolitan Police Department's Service Charges Fee Schedule (attached for rates effective July 1, 2023). Service Charges are updated annually. Fees will be charged at the rate that match the appropriate Service Charge schedule.
6. Reimburse for actual costs of external analysis of specific casework if another impairing drug of abuse is suspected but is not included in the LVMPD screening and/or confirming protocols.
7. The NLVPD is responsible for the long-term storage of their evidence analyzed by the LVMPD Forensic Laboratory.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT FORENSIC LABORATORY

1. Perform quantitative blood alcohol analysis on NLVPD casework.
2. Perform drug screening and confirmation of drugs of abuse in blood on NLVPD casework.
3. Quantitative levels will be provided for the following drugs and/or their metabolites:

Blood Confirmation Analysis	
Amphetamines and Stimulants	
Amphetamine	
Methamphetamine	
Methylenedioxymphetamine (MDA)	
Methylenedioxymethamphetamine (MDMA)	
Methylphenidate	
Phentermine	
Benzodiazepines and Z-Drugs	
Flunitrazepam	
7-Aminoclonazepam	
Alprazolam	
Clonazepam	
Diazepam	
Lorazepam	
Nordiazepam	
Oxazepam	
Temazepam	
Zaleplon	
Zolpidem	

Zopiclone
Cannabinoids
Delta-9-tetrahydrocannabinol (THC)
11-Hydroxy-THC (Marijuana metabolite)
THC-Carboxylic Acid (Marijuana metabolite)
Cocaine
Benzoyllecgonine
Cocaethylene
Cocaine
Opiates (Narcotic Analgesics)
Morphine
Oxymorphone
Hydromorphone
Codeine
O-Desmethyltramadol
Oxycodone
6-Acetylmorphine
Hydrocodone
Tramadol
Norbuprenorphine
Fentanyl
Buprenorphine
Methadone
Mitragynine (qualitative identification only)
Phencyclidine (PCP)
Soma
Carisoprodol
Meprobamate

4. Drug screening and confirmation of other drugs of abuse may be added during the contract period upon the development of validated methods by the LVMPD Forensic Laboratory.
5. As necessary, arrange for external analysis of specific casework if another impairing drug of abuse is suspected, but which is not included in the LVMPD screening and/or confirming protocols. In such cases, the sample may be sent to a qualified subcontracting laboratory for testing. The subcontracting laboratory will be determined by the LVMPD. Analysis costs incurred as a result of analysis by a subcontracting laboratory are included as part of the contract costs, which are paid by the NLVPD upon presentation of a monthly invoice by the LVMPD.
6. Evidence submitted by the NLVPD to the Forensic Laboratory for toxicological analysis will be handled according to Forensic Laboratory storage procedures during the time the evidence is undergoing analysis. Following completion of all required analyses, the evidence shall be picked up by the NLVPD for long term storage.

7. Provide reports of examination in compliance with NRS 50.320(1) and NAC 50.015 on each case and the necessary clerical support services to produce the reports and maintain relevant statistical data on cases analyzed.
8. Render expert witness testimony as required by the Nevada courts of law resulting from analysis performed by the LVMPD on NLVPD cases.
9. Statistical information on each case analyzed will be maintained in the Forensic Laboratory's case management database and provided monthly to the NLVPD with the monthly invoice. In addition, statistical reports on total case numbers and types, and testimony rendered, will be compiled by the Forensic Laboratory on a monthly basis and provided to the NLVPD.

Exhibit B

**Service Charges -
Toxicology Laboratory Analysis
for the North Las Vegas Police
Department**

Las Vegas Metropolitan Police Department
Service Charges - Revised
Effective July 1, 2023

A service charge is a set fee based upon the actual cost of providing the service.

		Charge
5000112 Office of General Counsel		
VIDEO LAB:		
Video/Audio Case Preparation/Research/Redaction*	Per Hour of Video	\$ 320.00
Copy CD/DVD Disc*	Per Each	\$ 29.00
<i>* May be subject to additional charges for additional personnel costs, as permitted by NRS 239.052(1) and NRS 239.005(1)</i>		
5000132 Special Investigations		
County Licenses		
Liquor	Per Person/Per License	\$ 350.00
Liquor/Gaming Key Employee	Per Key Employee	\$ 350.00
Non-Liquor	Per Person/Per License	\$ 300.00
City Licenses		
Privileged with Financial	Per Applicant	\$ 150.00
Privileged without Financial	Plus License	\$ 200.00
Regulated	Per Principal	\$ 150.00
Investigative Services		
PHQ/FHQ License Investigations (8 hours)	Per Principal	\$ 150.00
PHQ License Investigations (6 hours)	Per Hour	\$ 80.00
Update License (4 hours)		
<i>Established by City and County Ordinances. Changes, if any, will correspond with actions of the Las Vegas City Council and/or Clark County Commission.</i>		
5000146 SNCTC		
Crime Analysis Research For Public Records Requests and Subpoenas	Per Hour	\$ 69.00
5000147 Major Events Planning		
Captain	Per Hour	\$ 164.00
Lieutenant (Assignment Differential Pay)	Per Hour	\$ 144.00
Lieutenant	Per Hour	\$ 134.00
Resident Lieutenant	Per Hour	\$ 160.00
Sergeant (Assignment Differential Pay)	Per Hour	\$ 120.00
Sergeant	Per Hour	\$ 111.00
Resident Sergeant	Per Hour	\$ 134.00
Police Officer (Assignment Differential Pay)	Per Hour	\$ 90.00
Police Officer	Per Hour	\$ 83.00
Resident Officer	Per Hour	\$ 100.00
Deputy Sheriff	Per Hour	\$ 75.00
Cadet/Patrol Service Rep	Per Hour	\$ 41.00
Police Dispatcher Professional	Per Hour	\$ 74.00
Special Event Coordinator	Per Hour	\$ 66.00
Civilian - Overtime rate (Individual rate multiplied by 1.5 hours)	Per Hour	Varies
<i>Note: Fees may be adjusted in accordance with established contract salaries</i>		
5000163 Labor Relations		
Copy of Employee Personnel Record*	Per Each	\$ 53.00
Copy of Employee Payroll Record*	Per Each	\$ 44.00
Copy of Employee Personnel AND Payroll Record*	Per Each	\$ 97.00
<i>* May be subject to additional charges for additional personnel costs, as permitted by NRS 239.052(1) and NRS 239.005(1)</i>		
5000171 Records & Fingerprint		
Employment Name Check	Per Each	\$ 6.00
Complete Record Check	Per Each	\$ 12.00
Record Search (to include No Record results)	Per Each	\$ 6.00
Incident Crime and Traffic Report Reproduction	Per Each (up to 20 pages)**	\$ 12.00
Research/Response by Subpoenas	Per Each	\$ 49.00
Research Fee (for records/information not readily available)*	Per Hour	\$ 45.00
Work Cards	Per Each	\$ 62.00
Reissue of Work Card	Per Each	\$ 62.00
Fingerprint Processing Gaming/Security Guard	Per Each	\$ 38.00
Misc. Fingerprints Only/No Submission Required	Per Each	\$ 18.00
Additional Fingerprint Card(s)	Per Each	\$ 2.00
Carry Concealed Weapon Permits		
Initial		
Renewal/Additional Weapon/Name Change		\$ 60.00
Late Renewal		\$ 25.00
Duplicates/Lost/Stolen/Address Change		\$ 40.00
		\$ 15.00
<i>Initial, Renewal, and Late Fees Established by NRS. Changes, if any, will correspond with actions of the legislature.</i>		
<i>* Special requests that require research of multiple systems, require reproduction of multiple or bulk documents or require statistical compilation of information will be charged a research fee.</i>		
<i>** Printed reproduction requests over 20 pages will be charged the \$0.35 per page Copy Charge.</i>		

Las Vegas Metropolitan Police Department
Service Charges - Revised
Effective July 1, 2023

A service charge is a set fee based upon the actual cost of providing the service.

		Charge
5000173 Communications		
Event Search & Reproduction (incl. NO RECORD results)*	Per Each (up to 20 pages)**	\$ 28.00
Event Print Redaction*	Per each 5 Minutes	\$ 5.00
Communications Record Report Search - Sharepoint or Analytics (incl. NO RECORD results)*	Per Each (up to 20 pages)**	\$ 26.00
Radio Audio Search & Reproduction (incl. NO RECORD results)*	Per Each	\$ 108.00
Phone Audio Search & Reproduction (incl. NO RECORD results)*	Per Each	\$ 55.00
Phone AND Radio Audio Search & Reproduction (incl. NO RECORD results)*	Per Each	\$ 123.00
Research Fee (for records/information not readily available)***	Per Hour	\$ 62.00
* May be subject to additional charges for additional personnel costs, as permitted by NRS 239.052(1) and NRS 239.005(1)		
** Printed reproduction requests over 20 pages will be charged the \$0.38 per page Copy Charge.		
*** Special requests that require research of multiple systems, require reproduction of multiple or bulk documents or require statistical compilation of information will be charged a		
5000175 Crime Scene Investigations		
Crime Scene Analysis/Evidence Collection/Research/Response by Subpoenas*		
Crime Scene Analyst Supervisor	Per Hour/Per Analyst	\$ 77.00
Sr. Crime Scene Analyst	Per Hour/Per Analyst	\$ 68.00
Crime Scene Analyst II	Per Hour/Per Analyst	\$ 62.00
Photographic Print, Mug Shots*	Per Print	\$ 4.00
Photographic Prints*	Per Print	\$ 1.00
Photographic Line Up (6)*	Per Each	\$ 25.00
Digital Imaging Distribution*	Per Each	\$ 13.00
*May be subject to additional charges for additional personnel costs, as permitted by NRS 239.052(1) and NRS 239.005(1)		
5000176 Forensic Laboratory		
Blood Alcohol (both positive and negative results)	Per Sample	\$ 109.00
Toxicology Screening Panel (negative results)	Per Sample	\$ 123.00
Toxicology Screening Panel Plus Confirmation of 1 Drug	Per Sample	\$ 237.00
Toxicology Screening Each Additional Drug Confirmation	Per Sample	\$ 95.00
Biology/DNA Analysis	Per Sample	\$ 381.00
Biology/DNA Termination at Quantitation	Per Sample	\$ 266.00
Biology Screening Case - Negative Results	Per Case	\$ 141.00
Biology/DNA Database Processing	Per Sample	\$ 105.00
Administrative Costs for Other Disciplines (added to hourly rates below when billed through A/R)	Per Case	\$ 68.00
Other Disciplines/Analysis		
Seized Drug Analysis	Per Hour + Admin Costs When Billed	\$ 79.00
Trace Materials Analysis/Fire Debris Analysis	Per Hour + Admin Costs When Billed	\$ 79.00
Latent Print Analysis (to include AFIS and Latent Print Processing)	Per Hour + Admin Costs When Billed	\$ 79.00
Firearms Analysis	Per Hour + Admin Costs When Billed	\$ 79.00
NIBIN evidence cartridge case screening	Per Hour + Admin Costs When Billed	\$ 79.00
NIBIN firearm test firing	Per Hour + Admin Costs When Billed	\$ 79.00
NIBIN firearm swabbing for DNA	Per Hour + Admin Costs When Billed	\$ 79.00
Non-Criminal Subpoenas/Research Requests		
Quality Manager (NF)	Per Hour	\$ 97.00
LEST (N24)	Per Hour	\$ 45.00
Expert Witness Testimony (portal to portal)	Per Hour	Varies***
*** Charged at the actual hourly or overtime rate of the employee required to testify.		
Misc. Charges		
Copy Charge	Per Page	\$ 0.39
Mailing Charge	Per Package	Actual Cost
Audio Reproduction of Fiscal Affairs Meeting	Per Each	\$ -
Returned Check Fee	Per Each	\$ 25.00
Research Fee (for records/information not readily available)	Per Hour	Varies***
Redaction Fee (Investigative Specialist)	Per Hour	\$ 59.00
*** Charged at the hourly rate of the position required to conduct the research.		