

D.2 Staff Report (For Possible Action): Approval of Contract for joint agreement between the City of Reno, City of Sparks and Technical Medical, LLC., for phlebotomy services and court testimony for the Reno Police Department (RPD) in an amount not to exceed \$172,584. (General Fund)

STAFF REPORT

Date: September 25, 2024

To: Mayor and City Council

Through: Jackie Bryant, Interim City Manager

Subject: Staff Report (For Possible Action): Approval of Contract for joint agreement between the City of Reno, City of Sparks and Technical Medical, LLC., for phlebotomy services and court testimony for the Reno Police Department (RPD) in an amount not to exceed \$172,584. (General Fund)

From: Kathryn Nance, Chief of Police

Department: Police Department

Summary:

The Reno Police Department is responsible for investigating DUI offenses and gathering necessary evidence for prosecution, including blood samples. According to Nevada Revised Statutes (NRS) 652.210, these samples must be drawn by qualified medical professionals, such as licensed physicians, certified paramedics, or certified phlebotomists.

In past years NaphCare, Inc provided these services to the Reno Police Department, through the Washoe County Sheriffs Office. NaphCare, Inc. Was contracted through the Washoe County Sheriff's Office to preform phlebotomy services for the region to determine the concentration of blood alcohol (NRS 484C.020) for arrests involving DUI drivers, under NRS 484C.160. As of July 1, 2024, NaphCare, Inc., elected to discontinue phlebotomy services for any agency booked completing DUI related arrests and contracted solely with the Washoe County Sheriff's Office.

The proposed joint contract with Technical Medical, LLC, will enable the Reno Police Department to continue obtaining blood alcohol samples essential for prosecuting DUI cases under NRS 484C.110-130. This contract ensures compliance with NRS 652.210, which mandates that blood samples be taken by qualified personnel, thereby minimizing contamination and procedural errors. Additionally, Technical Medical will enhance operational efficiency by allowing officers to quickly obtain blood samples during peak hours, enabling them to return to patrol duties promptly. The company's professionals will also be available to testify in court, supporting the integrity and reliability of the evidence.

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?		X
2. Is this item an agreement required based on an item previously approved by Council?		X
3. Is this item included in the current budget approved and adopted by Council?		X
Other Considerations		
What percent of the total City budget does this item represent?	0.013%	

Alignment with Strategic Plan:

Public Safety

Previous Council Action:

None.

Background:

The Police Department is responsible for investigating DUI offenses and gathering evidence necessary for prosecution. In cases where a driver suspected of DUI refuses a breath test or if a more accurate measure of blood alcohol content (BAC) or the presence of controlled substances is needed, a blood sample may be required.

Under Nevada Revised Statutes (NRS) 484C.160, law enforcement officers are authorized to obtain blood samples from individuals suspected of DUI. The statute also requires that these blood samples be drawn by a qualified medical professional (NRS 652.210), such as a licensed physician, certified paramedic, or certified phlebotomist.

Historically, the Reno Police Department contracted with NaphCare, Inc., through the Washoe County Sheriff’s Office for phlebotomy services. However, as of July 1, 2024, NaphCare, Inc. discontinued these services for the Reno Police Department and regional partners, continuing only with the Washoe County Sheriff’s Office. Due to the lack of internal resources and staff with the necessary medical certifications, the Reno Police Department must now contract with an external phlebotomy service.

Discussion:

The joint contract for services with Technical Medical, LLC., will continue to allow the Reno

Police Department to submit blood alcohol samples for the successful prosecution of DUI's, 484C.110-130.

This contract will ensure we are compliant with NRS 652.210 which requires blood samples be taken by qualified personnel. By using certified paramedics or phlebotomists it minimizes contamination and procedural errors which is crucial for the maintaining the integrity of the evidence and successful prosecution of cases.

Technical Medical will also increase our efficiency allowing DUI officers and Patrol Officers to quickly obtain blood samples, particularly during peak hours, reducing the time and allowing officers to return to their patrol duties in an expedited manner.

Properly conducted blood draws are vital for the successful prosecution of DUI cases. The accuracy and reliability of blood test results can significantly impact the outcome of a case, making it essential to have skilled professionals handle the process. They will also be available to testify in court to the process.

The Technical Medical joint contract is quoted at \$127,539 annually, paid in quarterly installments in the amount of \$31,885 for phlebotomy services, with an unknown additional cost of \$81.90 per hour for court room testimony. Since this cost has never been recovered, the amount needed is unknown. Based on the amount of yearly blood draws (550) and 1 hr. of court time per draw, the Reno Police Department estimates a cost not to exceed \$45,045. The expense specifically for court testimony will be tracked and appropriately accounted for during the budget process.

Financial Implications:

Due to the timing of this information, the comprehensive cost was not included during the budget process. The additional expenses will be absorbed in the current year budget.

Legal Implications:

None.

Recommendation:

Staff recommends Council approve the contract with Technical Medical, LLC., which will allow the Reno Police Department to continue to enforce DUI related crimes in the City of Reno, not to exceed \$172,584.

Proposed Motion:

I move to approve the contract with Technical Medical, LLC., which will allow the Reno Police Department to continue to enforce DUI related crimes in the City of Reno, not to exceed \$172,584

Attachments:

Reno-Sparks Technical Medical phlebotomy agreement

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE
CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT
AND
CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT
AND
TECHNICAL MEDICAL, LLC.

THIS CONTRACT is made and entered into by and between the CITY OF SPARKS, on behalf of the Sparks Police Department, a Nevada municipal corporation (“Sparks”), the CITY OF RENO, on behalf of the Reno Police Department, a Nevada municipal corporation (“Reno”) (hereinafter collectively referred to as “the Cities”), and TECHNICAL MEDICAL, LLC. (“Contractor”). It becomes effective when fully executed by all parties.

WHEREAS, the Cities deem it economically advisable to engage the services of the Contractor; and

WHEREAS, the Contractor has signified a desire to provide the phlebotomy services and court testimony as set forth in the attached proposal entitled Scope of Services (**Exhibit A**, attached) for the Cities;

NOW THEREFORE, in consideration of the proposal and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. **PROFESSIONAL STANDARDS.** The Contractor shall provide services and deliverables as described herein as **Exhibit A**. However, if any term and condition in **Exhibit A** contradicts a term of this Contract, the terms and conditions of this Contract shall control. At all times herein, Contractor shall ensure that its employees have all necessary licenses to perform the tasks referenced in **Exhibit A**.

2. **EMPLOYMENT OF CITY EMPLOYEES.** The Contractor shall not engage the services of any person or persons now employed by the Cities, including any department, commission or board thereof, to provide services relating to this Contract.

3. **NONDISCRIMINATION.** In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision shall constitute a material breach of contract.

3A. **NO UNFAIR EMPLOYMENT PRACTICES.**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability, age, or any other protected class status applicable under federal, state, or local law or regulation. Any violation of these provisions by Contractor shall constitute a material breach of this contract.

Furthermore, violation of either City's harassment policy, which are incorporated by reference and available from the respective City's Human Resources division, by the Contractor, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of this contract.

4. CONTRACT TERM. This Contract becomes effective when fully executed by all parties and will terminate on June 30, 2025, **or** unless sooner terminated by either party as specified in this Contract. It may be extended for an additional one-year period by the Cities, the procedure of which is dependent on each City's adopted procedure.

5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

Sparks: Sparks Police Department
Attn: Chief of Police
1701 E Prater Way
Sparks, NV 89434

Reno: Reno Police Department
Attn: Chief of Police
455 E 2nd Street
Reno, NV 89502

Contractor: Technical Medical, LLC.
Attn: Aaron Abbott
898 Maestro Dr. Suite 101
Reno, Nevada, 89511
aabbott@techmedems.com

6. CONSIDERATION. The parties agree that Contractor will provide the services specific in **Exhibit A** at the rates specified therein. Specifically, the parties agree that the annual rate for Blood Draw Services is \$127,538.74 per year (\$31,884.69 per quarter), per City. Further, the parties agree that the rate per Court Appearance is \$81.90 per hour, with a minimum time charged of one hour.

7. INCORPORATED DOCUMENTS – PROPOSAL. Except as provided for herein, the parties agree that the scope of work shall be specifically described in **Exhibit A**. No substantial changes to the scope of work may be made without prior written approval of both the respective City and Contractor. If there is a discrepancy between this Contract and **Exhibit A**, the terms of the Contract shall prevail.

8. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract. As set forth in **Exhibit A**, the Cities will be invoiced the quarterly amount at the beginning of the quarter, and payments for each quarter are due within fifteen (15) days from invoice. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to both the Cities, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all the Cities' ordinances, and state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by either Sparks or Reno or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Cities, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. This Contract may be terminated upon fifteen (15) days written notice by mutual consent of the relevant parties or unilaterally by either party for any reason or no reason. If terminated, the Contractor shall promptly re-imburse the respective City for any prepaid but unused fees.
- b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by either the Sparks City Council or Reno City Council, and/or state and/or federal sources. Either of the Cities may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason Sparks and/or Reno's Department/Agency's funding from the respective City, state and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.
- c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Cities;
 - iii. Contractor shall preserve, protect and promptly deliver into the Cities possession all property of the Cities.

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The Cities will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of the relevant parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by either City shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, storms, or pandemics. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the Cities' right to participate, each City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the Cities only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the Cities whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

Contractor agrees that it shall be Contractor's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Contractor. Contractor shall at Contractor's expense pay and be fully liable and responsible for, and indemnify and hold harmless the Cities from, any assessments, fines or penalties relating to Contractor's failure to uphold any of these responsibilities.

16. INSURANCE AND BONDS. Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability (CGL) Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit,

occurrence-based policy, in a form satisfactory to the Cities. A certificate of insurance evidencing said coverage shall be supplied upon request by the Cities naming each City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the Cities for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Cities, their officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by Cities, their officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

Contractor waives all rights against the Cities and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the Cities with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of the Cities shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Business Automobile Liability: Automobile coverage at least as broad as Insurance Services Office business auto coverage form CA OO 01 10 13 or an equivalent form covering automobile liability symbol 1 "Any Auto". In lieu of a separate business auto liability policy, the Cities may agree to accept auto liability covered in the CGL policy, if non owned and hired auto liability are included. The Contractor shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. A certificate of insurance evidencing said coverage shall be supplied upon request by either City naming the Cities as an Additional Insured under the automobile policy.

Workers' Compensation and Employer's Liability:

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by

the Cities. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Cities to make any payment under this Agreement to provide the Cities with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between the Cities and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify the Cities in writing prior to the signing of this Contract. The Cities reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Professional Liability Insurance

\$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

VERIFICATION OF COVERAGE

Contractor shall furnish the Cities with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857 and City of Reno, Attention: Purchasing Division, Reno City Hall, 1 East First Street, Reno, Nevada 89501.

- A. Certificate of Insurance. The contractor must provide a Certificate of Insurance form to the Cities to evidence the insurance policies and coverage required of Contractor.

B. Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the Cities, by attachment to the Certificate of Insurance, to evidence the endorsement of the Cities as additional insureds.

C. Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the Cities, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

The Cities reserve the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of the Cities, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.

2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.

3. In addition to any other remedies the Cities may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the Cities may, at its sole option:

- a. Purchase such insurance to cover any risk for which the Cities may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
- c. Terminate the Agreement.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal or professional licenses, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

20. ASSIGNMENT/DELEGATION. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the respective City.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), lab samples and lab results, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the respective City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the Cities shall have no proprietary interest in any materials licensed for use by the Cities that are subject to patent, trademark or copyright protection.

Additionally, neither Party may use the other party's name, logo, likeness or image for any purpose including but not limited to any marketing or advertising purpose without the written approval of the other Party.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor, including its Master Service Agreement, Proposal or Scope of Work, may be open to public inspection and copying. The Cities have a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, NRS 49.325 or other applicable statute or law, provided that Contractor thereby agrees to indemnify and defend the Cities for honoring such a designation. The failure of the Contractor to label any document that is released by the respective City shall constitute a complete waiver of all claims for damages caused by any release of the records. However, the final determination as to whether a City record, or a portion thereof, is confidential will be determined by the respective City.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and

the ordinances of the respective City. The parties' consent to the exclusive jurisdiction of the appropriate court located in Washoe County, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

TECHNICAL MEDICAL, LLC.

By: 
Aaron Abbott, Owner/CEO

Date: 08/28/2024

CITY OF SPARKS

By: _____
Ed Lawson, Mayor

Date: _____

Approval as to form:

By: _____
Wes Duncan, City Attorney

Date: _____

Attest:

By: _____
Lisa Hunderman, City Clerk

Date: _____

CITY OF RENO

By: _____
Hillary Schieve, Mayor

Date: _____

Approval as to form:

By: _____
Brian Sooudi, Deputy City Attorney

Date: _____

Attest:

By: _____
Mikki Hunstman, City Clerk

Date: _____

Exhibit A

Technical Medical LLC Blood Draw Scope of Services

I. Services and Rates:

Technical Medical LLC shall provide the following Services to Customer:

Blood Specimen Collection “Blood Draws”:

- Provide qualified medical personnel to perform phlebotomy services for Customer twenty-four (24) hours a day, seven (7) days a week at various locations within the Service Area (defined below).
- Technical Medical LLC will use the lab kit provided by the Customer and will follow all established guidelines required for collecting, labeling, and transferring custody of the blood sample.
- Once the sample is complete and the sample is sealed, Technical Medical LLC will give custody of the sample to Customer at the scene. Customer will submit the sample to the appropriate facility for testing.
- Technical Medical LLC will document the procedure, including subject’s name, time, vein puncture site, and volume and description of the specimen drawn.

Court Appearances:

- Technical Medical LLC personnel will testify at the Customer’s request in relation to services provided by Technical Medical LLC.

Customers shall pay Technical Medical LLC for the Services according to the rates set forth below.

Rates below are valid ONLY with participation with all agencies listed below.

Agency	Alcohol and Drug Testing Services	Rate
Reno Police Department	Blood Alcohol Draw Services (Annual)	\$127,538.74/Year (31,884.69/Quarter)
Reno Police Department	Court Appearance*	\$81.90/Hour
Sparks Police Department	Blood Alcohol Draw Services (Annual)	\$127,538.74/Year (31,884.69/Quarter)
Sparks Police Department	Court Appearance*	\$81.90/Hour

*** Minimum court appearance time charged will be 1 hour**

Customers will be invoiced the quarterly amount at the beginning of the quarter. Payments for each quarter are due net 15 days from invoice.

II. Service Area

Services shall be provided within Washoe County designated locations: Washoe County Jail, Renown Regional Medical Center, Renown South Meadows Regional Medical Center, St. Mary’s

Regional Medical Center, Northern Nevada Medical Center and Sierra Medical Center. Other locations within Washoe County if pre-planned and agreed upon.

III. Commencement Date

The commencement date for services shall be **October 1st, 2024 @ 0000 hours**

IV. Scheduling

Upon receipt of a request for a blood draw, Technical Medical LLC shall endeavor to arrive on scene within 45 minutes to requested destination. If requested destinate has access barriers, such as gates or security fences that delay access, Technical Medical LLC shall not be deemed late upon arrival.

V. Performance

Technical Medical LLC shall arrive on scene within 45 minutes of request for services. If Technical Medical LLC does not meet the 45-minute response criteria to a designated location described in Article II. the Customer shall notify Technical Medical LLC executive management so efforts may be made to adjust operational and logistical processes to improve performance. If on-time performance is shown to be consistently and unreasonably unsatisfactory, the Customer shall have the option to provide Technical Medical LLC notice of non-compliance, in writing, with this agreement. Upon receipt of notice of non-compliance, Technical Medical LLC shall have 30 days to meet with the customer and provide a performance improvement plan. The plan shall consist of a goal of 30 days to correct the performance. If performance is not corrected within the 30 days provided in the plan, the Customer shall have the option to terminate the agreement with an additional 30-day notice. Technical Medical LLC shall continue to provide services to the best of their ability within the 30-day notice period to allow the customer the opportunity to supplant the services.



**Reno Police Department
Phlebotomy services contract
September 25, 2024 – D.2**



Alignment with Strategic Plan



Complex Issue

What This Item Is...

- New phlebotomy services for DUI investigations.
- Ensure compliance and efficiency.
- Professional courtroom testimony, to enhance evidence integrity.

What This Item Is Not...

- No change in the DUI evidentiary process.

DUI Phlebotomy Services overview:

- June 30, 2024 – NaphCare did not renew phlebotomy contract services for the region.
- July 1, 2024 – new temporary contract signed with Technical Medical to evaluate services.
 - Spark PD and NHP also signed temporary contract.
- Joint one year contract between RPD and SPD to reduce costs.
 - Sparks City Council approved 9/9/24 to begin 10/1/2024.
- No change of evidentiary procedures other than contracted phlebotomists.
- Services primarily rendered at Washoe County Jail, but may meet in the field based on situation.

Recommended Motion

I move to approve the contract with Technical Medical, LLC., which will allow the Reno Police Department to continue to enforce DUI related crimes in the City of Reno, not to exceed \$172,538.74.