

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF REGENTS OF
THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF
UNIVERSITY OF NEVADA, RENO POLICE SERVICES AND WASHOE
COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE
TO ESTABLISH A MULTI-JURISDICTIONAL SWAT TEAM**

This Agreement is made and entered into this ____ day of _____, 2019 by and between the Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada, Reno Police Services (hereinafter "UNRPD"), Washoe County, on behalf of Washoe County Sheriff's Office (hereinafter "WCSO"), political subdivisions of the State of Nevada.

WHEREAS, The UNRPD desires to utilize the WCSO SWAT Team as the tactical team of record for any emergency occurring on University of Nevada, Reno property which demands the use of a tactical team.

WHEREAS, The UNRPD desires to assign UNRPD Police Officers as operating members of the WCSO SWAT Team.

WHEREAS, the parties agree that the most efficient means of maximizing coordination and cooperation is to assign personnel to work together in a tactical team environment;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. The parties hereby create a combined Special Weapons and Tactics (SWAT) law enforcement unit to address situations that dictate the use of specially trained officers and their weapons. This Agreement shall continue indefinitely unless terminated by one or more of the parties upon ninety (90) days' written notice to the other parties.
2. The parties agree to assign UNRPD personnel to the WCSO SWAT Unit as follows:
 - a. UNRPD will assign two (2) commissioned personnel to serve as SWAT operations with the SWAT Unit.
 - b. UNRPD officers will be deputized by the WCSO to permit enforcement action county-wide
3. UNRPD will be responsible for all operational issued ammunition; salaries, overtime, travel/training expenses and SWAT related special equipment and expenses for sworn personnel it has assigned to the WCSO SWAT Unit.

4. Subject to Paragraph 2 above, the party regularly employing officers assigned to the combined SWAT Unit shall be responsible for all expenses for its personnel, including but not necessarily limited to all wages and disability payments, pension payments, training expenses, payments for damage to equipment and clothing and any other individual expenses. No party has any obligation to reimburse any other party for any such expenses
5. Each party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, WCSO and UNRPD shall be deemed joint employers of the SWAT unit employees for the purpose of the application of the Nevada workers' compensation laws.
6. Personnel assigned to the Washoe County SWAT Unit shall remain employees of their respective agencies and are responsible to adhering to the policies, procedures, and general orders of their respective agencies, unless policies, procedures and general orders specific to the WCSO SWAT Unit have been promulgated. In the event of a conflict between policies, procedures, and general orders, those of the WCSO will govern until the parties can meet to discuss and resolve the issue.
7. The operations of the WCSO SWAT Unit will be supervised and directed by WCSO in accordance with existing procedures and command structure. WCSO agrees to provide performance evaluations on personnel assigned by UNRPD in the format designated by UNRPD. WCSO will determine response and response levels on all situations involving the SWAT team. Each party shall independently evaluate the need for performance or disciplinary proceedings against its employees.
8. The Commander of the WCSO SWAT Unit will provide functional supervision for WCSO and UNRPD personnel assigned to the Unit, will provide liaison as required to the UNRPD Supervisors, and will assure that (a) all rules and regulations necessary for the effective operation of a combined SWAT unit meet federal, state and local guidelines and participating agency policies, and (b) existing rules and regulations are modified from time to time as deemed necessary to meet changing guidelines and policies.

9. Subject to the limitations of Chapter 41 of NRS and any other applicable laws, and without waiving its statutory protections, the parties agree that each is responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act by any of that party's employees, agents, or servants in connection with the performance of this Agreement.
10. The parties further agree to the extent allowed by law pursuant to Nevada Revised Statute chapter 41, to hold harmless, indemnify, and defend each other from any and all losses, liabilities, or expenses of any nature to the person or property of another to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors, or omissions on the part of the employees, agents, or servants of the others.
11. The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.
12. In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.
13. This Agreement contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 13.
14. This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Cooperative Agreement to be duly executed this ____ day of _____, 2019.

WASHOE COUNTY:
Darin Balaam, Sheriff
Washoe County Sheriff's Office
911 Parr Blvd.
Reno, Nevada 89512

UNIVERSITY OF NEVADA RENO:
Todd Renwick, Interim Director
University Police Services
1664 N. Virginia Street/Mail Stop 250
Reno, Nevada 89557-0059

By: 
Darin Balaam, Sheriff

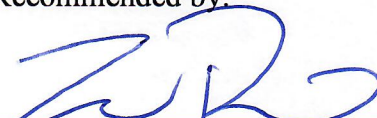
By: 
Todd Renwick, Interim Director

WASHOE COUNTY, NEVADA (COUNTY)


By: _____
Chair, Washoe County Commission

Attest: _____
Washoe County Clerk

Recommended by:



Todd Renwick, Interim Director

4/22/19
Date


Marc Johnson, President

4-26-19
Date

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, University Police Services


Thom Reilly, Chancellor Crystal Abba for Thom Reilly

5.13.19
Date

Nevada System of Higher Education

System Administration
4300 South Maryland Parkway
Las Vegas, NV 89119-7530
Phone: 702-889-8426
Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

MEMORANDUM

TO: NSHE Board of Regents
Chancellor's Cabinet
NSHE Presidents

FROM: *ms* Thom Reilly, Chancellor

DATE: August 17, 2017

SUBJECT: Delegated Signature Authority – Crystal Abba

With this memorandum, I delegate Vice Chancellor Crystal Abba as the administrator in charge with signature authority during any time that I am absent from the office. I also delegate overall signature authority for reviewed legal documents to Vice Chancellor Abba.

If you have any questions, please feel free to contact me.

Thank you.

cc: Eileen Biosi
Michelle Blodgett
Keli Bucci
Cynthia Hunt
Toni Odom-McNeil
Valerie Pedroza
Dani Williams