

**INTERLOCAL AGREEMENT**  
**Dispatch Staff**

This agreement ("Agreement") is made and entered into on the last date of governmental approval reflected herein, by and between the County of Washoe ("County"), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office ("WCSO"), and the City of Sparks, a municipal corporation ("Sparks"), on behalf of the Sparks Police Department, ("SPD").

**WHEREAS**, WCSO and SPD both employ emergency dispatchers as part of their law enforcement mission; and

**WHEREAS**, SPD is experiencing an ongoing critical staffing shortage of emergency dispatchers at the Sparks Emergency Communications Center; and

**WHEREAS**, SPD will continue to meet minimum staffing needs to maintain the safety of City of Sparks and its citizens; and

**WHEREAS**, WCSO is offering to assist SPD with its emergency dispatcher shortage by providing 48 hours a week of dispatching services; and

**WHEREAS**, SPD agrees to compensate WCSO for providing dispatching services,

**NOW, THEREFORE**, the parties agree as follows:

- 1) **Statutory Authority**: Nevada Revised Statutes 277.080 through 277.180 authorize 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 authorizes the sharing of resources between public agencies.
- 2) **General Agreement**: To the extent funds are available from the SPD, WCSO agrees to provide 48 hours of dispatching and Central Information Center CIC services each week at the WCSO facilities for the time period pursuant to this agreement.
- 3) **Administration Fee**: WCSO will not charge SPD an administration fee for the use of WCSO emergency dispatchers.
- 4) **Compensation; Reimbursement**. Hourly wage will be actual cost per hour at a full benefitted rate, per dispatcher, including overtime and shift differential. Furthermore, SPD will adhere to Washoe County Employees Association (WCEA) contract regarding special pay including paid breaks, holidays and call back pay. Compensation shall be based on the number of hours the WCSO dispatcher works and will be paid in an identical manner to when they are taking calls on behalf of the WCSO. The **SHERIFF** shall submit an invoice to **SPD** reflecting **all amounts** paid to those employees as salary earned during the provision of such WCSO dispatch

services. **SPD, via the City of Sparks,** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

5) Location and Minimum Staffing: All services during the 48-hour work period performed by WCSO dispatchers will be performed at the WCSO dispatch center. WCSO agrees to provide, at minimum, the following personnel:

- Sparks Main = Full person (Top Step Dispatcher)
- Share – WC White = ½ person (Top Step Dispatcher)
- Call Taker = Full person (Top Step Dispatcher)
- Fire = Full person (Top Step Dispatcher)
- Special Event = Full person for the hours worked at time and a half per WCEA contract

The number of dispatchers needed will be determined by Sparks and Washoe County dispatch managers.

6) Protocol: Once the 48-hour time period is designated, WCSO agrees it will do all it can to staff those shifts. If a WCSO dispatcher calls out sick, or in some other way is not available to work the shift, the WCSO agrees to take the necessary steps with available WCSO dispatchers in attempt to cover the shift with another WCSO dispatcher to ensure the needs of the City of Sparks is met.

7) Termination: The terms of this Agreement is from its effective date up to and including August 1, 2022, unless terminated at an earlier date by one or both parties. This Agreement may be terminated by written agreement of termination executed by both parties, and it may also be terminated by one party serving the other party with written notice of termination in a manner described in paragraph 11 thirty (30) days prior to effective date of termination.

8) Partial Invalidity: If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

9) Entire Agreement: This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

10) Construction: The Parties and their professional advisers have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any Party as a drafting party.

11) Notices: Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All notices shall be deemed received upon actual receipt. Notices shall be directed to the Sheriff of Washoe County and/or the Sparks Police Chief at their respective business addresses.

12) Individual Liability of Participating Agencies:

- a. Each participating agency agrees that it will be responsible to the extent required by law for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that agency arising from any act or failure to act by that agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. If either agency is sued in law or equity or suffers any claim, demand, cost or judgment arising from the act or failure to act by employees, agents or servants of the other agency, the agency whose employees' agents or servants acted or failed to act shall indemnify and defend the other agency. Each agency will assert the defense of sovereign immunity as each agency's counsel deems appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41.

13) 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 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, operate, 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 to any other party.

- a. Each participating agency shall be solely responsible for the following costs, expenses and liabilities related to its employees, agents or servants:
  - i. Withholding income taxes, FICA or any other taxes or fees
  - ii. Industrial insurance (Worker's Compensation coverage)
  - iii. Participation in any group insurance plans available to employees
  - iv. Contribution to the Public Employees Retirement System
  - v. Accumulation of vacation leave or sick leave
  - vi. Unemployment compensation coverage provided by the participating agencies.
  - vii. Any other cost, expense or liability related to wages, benefits or other compensation to its employees, agents or servants.

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on this 11 day of October, 21

**CITY OF SPARKS**

DocuSigned by:

*Ed Lawson*

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Ed Lawson, Mayor, City of Sparks

**COUNTY OF WASHOE**

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Chair, Board of County Commissioners

**ATTEST:**

DocuSigned by:

*[Signature]*

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Sparks City Clerk

**ATTEST:**

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Washoe County Clerk

Approved as to form:

DocuSigned by:

*Curt Adams*

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Sparks City Attorney

Approved as to form:

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Washoe County District Attorney