

**REGIONAL PUBLIC SAFETY TRAINING CENTER
INTER-LOCAL AGREEMENT BETWEEN
COUNTY OF WASHOE, CITY OF RENO, AND CITY OF SPARKS,
~~SIERRA FOREST FIRE PROTECTION DISTRICT AND
TRUCKEE MEADOWS COMMUNITY COLLEGE~~**

This Agreement shall become effective upon execution by the Partnering Agencies and shall expire on June 30, 2024. This Agreement supersedes and replaces any and all previous agreements.

1. Purpose and Intent of Agreement

- 1.1 This amended Interlocal Agreement (Agreement) between the Washoe County, the City of Reno and the City of Sparks^[KM1]^[KM2] (Partnering Agencies) provides for the operation of the Regional Public Safety Training Center; ~~hereafter referred to as (RPSTC); and~~ supersedes any and all agreements previously entered into for the operation of said facility. ~~The Inter-local Agreement between the County of Washoe, the City of Reno, the City of Sparks, Sierra Forest Fire Protection District, and the Board of Regents of the University and Community College System of Nevada, on behalf of Truckee Meadows Community College, hereafter 'referred to as TMCC, provides for the operation of the RPSTC. The County of Washoe, the City of Reno, the City of Sparks, Sierra Forest Fire Protection District, and Truckee Meadows Community College are considered public sector organizations to this Agreement.~~
- 1.2 NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking. Washoe County, the City of Reno and the City of Sparks are public agencies that seek to enter into this Agreement for the collective goal of providing a facility for use, training and educational programs of the Partnering Agencies that enhance public safety and interagency communication. The County is the sole owner of the RPSTC. Nothing contained in this Agreement affects Washoe County's ownership of the RPSTC.
- 1.3 Washoe County is the sole owner of the RPSTC. Nothing contained in this Agreement shall affect Washoe County's ownership of the RPSTC. Washoe County shall replace Truckee Meadows Community College as the overall is the day-to-day manager of the RPSTC subject to the guidance of the Manager's Board and the Executive Board.
- ~~1.4 The Partnering Agencies and the public will benefit if the Partnering Agencies co-locate the training of their public safety staff at the RPSTC.~~
- ~~1.5 NRS 277.180 provides that public agencies may contract to perform any governmental service activity, or undertaking.~~

NOW THEREFORE, THE PARTIES ~~HERETO~~ AGREE AS FOLLOWS:

2. Partnering Agencies

- 2.1 ~~The Partnering Agencies shall refer to Washoe County, the City of Reno and the City of Sparks. to those public sector organizations listed below Participating in the RPSTC at the time this Agreement was adopted.~~

~~County of Washoe~~

~~City of Reno~~

~~City of Sparks~~

~~Sierra Forest Fire Protection District – Washoe County component~~

~~Truckee Meadows Community College~~

3. Regional Public Safety Training Center Purpose Goals

- 3.1 The purpose goals of this Agreement ~~include is to engage in regional and cooperative planning and coordination of government services to establish an area-wide providing a~~ facility for use, training and educational programs that will be responsive to the needs of the Partnering Agencies and enhance public safety training and interagency communications.

4. Regional Public Safety Training Center Governance

- 4.1 The overall goal in governing the RPSTC shall be to establish operational, executive, and management structures that will provide the opportunity for Partnering Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.
- 4.2 The RPSTC Manager's Board, and Executive Board ~~and Operations Committee~~ are established by this Agreement. The duties and responsibilities of the Manager's Board, and Executive Board, ~~and the Operations Committee~~ are set forth in Sections 5, and 6, ~~and 7, respectively.~~ All boards and committees shall follow the open meeting law, NRS Chapter 241.
- 4.3 The governance objectives include:
- 4.3.1 Providing a structure that enables administrative and fiscal review of the operation and maintenance of the RPSTC by the Partnering Agencies;
- 4.3.2 Establishing an organization that facilitates decision-making;
- 4.3.3 Allowing ~~Partnering Agencies to utilize trustees to perform for~~ upkeep and maintenance of the RPSTC;
- 4.3.4 Developing an organization that will remain flexible and meet the needs of the Partnering Agencies and facility users during over the term of the ~~a~~ Agreement.

5. Manager's Board

5.1 The Manager's Board consists of the Washoe County Manager, Reno City Manager, and Sparks City Manager,~~and the President of Truckee Meadows Community College.~~

5.1.1 The Executive Board Chair~~man~~ and the Center Director will attend Manager's Board meetings as non-voting members.

5.2 Role, Duties, and Responsibilities of the Manager's Board.

5.2.1 To meet at least annually to carry out the following duties and responsibilities:

5.2.1.1 Approve the five-year Capital Improvement Plan,

5.2.1.2 Review and approve the annual RPSTC ~~operating and maintenance~~ budget as defined in Section 10.2 for the period July through June 30~~or ^{KM3} portion thereof for each year of operation, by on or before~~ March 1st. The budget shall be prepared for submittal by the Executive Board on or before February 1st.

5.2.1.2.1 Review and approve the Funding Formula, which is attached as Exhibit A and incorporated by reference, on an annual basis to determine the percentage each Partnering Agency contributes annually to the RPSTC based upon its proportionate use.

5.2.1.2.2 Review and approve expenditures outside the annual budget in excess of \$5,000. Washoe County Public Works Department must approve significant changes to the facility.

5.2.1.3 Approve the ~~RPSTC Inter-local Agreement and Operations Manual to govern the functioning of the RPSTC the Executive Board's and Operations Committee's planning and operating functions, including policies and procedures recommendations, grievances, and arbitration.~~

5.2.1.4 Serve ~~to resolve conflicts as the final point of grievance resolution prior to arbitration,~~ in accordance with Section ~~18~~15.

5.2.1.5 Review Washoe County's ability to operate and maintain the RPSTC ~~as reported by the Executive Board.~~

5.2.1.5.1 In the event the Manager's Board is dissatisfied with Washoe County's ability to manage the RPSTC, any member of the Manager's Board can request a meeting to review the issues and response within thirty (30) days from the Executive Board. If the issues cannot be resolved, the matter may be treated in accordance with Section ~~15~~^{KM4}~~15~~^{KM5}.

~~5.2.1.5.2 Executive Board will respond in turn within thirty (30) days after response is received by Washoe County.~~

~~5.2.1.5.3 Executive Board will make a recommendation to the Manager's Board.~~

5.2.1.6 Washoe County Manager will provide ~~a secretary staff~~ to provide notice of meetings, prepare and post agendas and take minutes at Washoe County's expense.

5.2.1.7 Approve other agencies who seek to become Partnering Agencies on a case-by-case basis.

5.3 The majority of the Manager's Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a majority of the members present. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

5.4 A Manager's Board member may not designate another Manager's Board member to be their proxy for voting purposes.

5.4.1 In the case of an absence of a Manager's Board member, an appointed alternate shall only have a voting right in the absence of the regular member. The alternate shall be appointed by their respective manager.

5.5 The Manager's Board may establish sub-committees as needed to address operational, technical and financial issues and member concerns in the furtherance of this Agreement.

6. Executive Board

6.1 The Executive Board consists of the following:

Reno Police Chief

Reno Fire Chief

Sparks Police Chief

Sparks Fire Chief

Washoe County Sheriff

Truckee Meadows Fire Protection District Chief ~~V.P. Academic Affairs, TMCC.~~
~~Sierra Forest Fire Protection District~~

6.1.1 In the event of removal, resignation, or death of a member, the ~~appointing governing body~~ Partnering Agency shall promptly appoint a successor to fill the position. ~~The Partnering Agency shall and~~ inform the Executive and Manager's Boards of the successor. ~~the chair of the Executive Board of the~~

~~name of the member to be replaced and the successor for their respective agency~~ [KM6] [KM7].

6.1.2 The Center Director will attend meetings of the Executive Board but does not have voting rights.

6.2 The majority of the Executive Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a majority of the members present. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

6.3 Members of the Executive Board shall vote on all items on the basis of one vote per Executive Board ~~representative position, i.e., one vote for Reno Fire Chief's position.~~

6.4. A Partnering Agency may appoint an alternate to attend and vote at the Executive Board in the absence of a regular member. An Executive Board member may not designate another Executive Board member to be their proxy for voting purposes.

6.5 Another Executive Board member may not be appointed as an alternate for voting purposes. An alternate Executive Board member shall only have a voting right in the absence of the regular ~~member~~ [KM8] [KM9].

6.6 Role, Duties, and Responsibilities of the Executive Board:

6.6.1 The Washoe County Sheriff shall serve as the permanent ~~eChairman~~ of the Executive Board.

6.6.2 At the fast meeting and thereafter at its first meeting at the beginning of each fiscal year (July 1 through June 30), the Executive Board shall elect a vVice-eChairman. The Vice-Chairman position shall alternate between fire and law enforcement. The TMCC representative cannot serve in this capacity. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair.

6.6.3 The eChair shall preside at and conduct all meetings of the Executive Board.

6.6.4 -The Washoe County Sheriff shall serve as the primary point of contact for the Center Director. In the absence or inability of the chair to act, the vice-chair shall act as the chair.

6.6.5. Washoe County will designate staff from the RPSTC to provide notice of meetings, prepare and post agendas and take minutes. Washoe County will provide a secretary to maintain meeting minutes and notify board members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members of the Executive Board and the members of the Manager's Board [KM10] [KM11].

6.6.62 The Executive Board will To meet at least quarterly to carry out the following duties and responsibilities:

~~6.6.6.1 6.6.2.1~~ ~~Review and approve policies and procedures as proposed by the Operations Committee. Develop the RPSTC Operations Manual and submit to Manager's Board for approval.~~

~~6.6.6.2 6.6.2.2~~ ~~Review and recommend approval to the Manager's Board for the annual operating and maintenance budget for the RPSTC, as defined in Section 10.2, as prepared by the Center Director and Operations Committee and submit a proposed budget to the Manager's Board on or before February 1 of each year.~~^[KM12]^[KM13]

~~6.6.6.3 6.2.3~~ ~~Review expenditures and oversee the RPSTC~~^[accounts]^[KM14]^[KM15] ~~to insure budgetary compliance.~~

~~6.6.6.4 6.6.2.4~~ ~~Review and approve major expenditures (over of less than \$5,000) outside of the normal operating budget, as stated in the operations manual.~~ Washoe County Public Works Department must approve significant changes to the facility.

~~6.6.6.5 6.6.2.5~~ ~~Review and recommend~~ Submit for review and approval to the Manager's Board ~~for~~ the five-year Capital Improvement Plan for the RPSTC.

~~6.6.6.6 6.6.2.6~~ ~~Review and approve the annual training plan and schedule for the RPSTC as prepared by the~~ Operations Committee Center Director.

~~6.6.6.7 6.6.2.7~~ Meet at least quarterly to conduct business. The Board may conduct additional meetings as needed based upon the press of business. Approve all training provided by the Center.

~~7. Operations~~ ^[Committee]^[KM16]

~~7.1 The Operations Committee shall consist of one representative from:~~

Reno Police Department	Reno Fire Department
Sparks Police Department	Sparks Fire Department
Washoe County Sheriff's Office	Sierra Forest F.P.D.
Truckee Meadows Community College	

~~7.2 Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies, which may replace the members as it wishes. In the event of removal, resignation or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. Each participating agency shall info the chair of the Operations Committee of the names of the members for their respective agency.~~

~~7.3 The Center Director shall serve as the chair of the Operations Committee. The chair shall preside at and conduct all meetings of the Operations Committee. The Committee~~

~~will elect a vice chairman. In the absence or inability of the chair to act, the vice chair shall act as the chair. Washoe County will provide a secretary to maintain meeting minutes and notify committee members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members and the chair of the Executive Board.~~

~~7.4 The majority of the Operations Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.~~

~~7.5 Members of the RPSTC Operations Committee shall vote on all items on the basis of one vote per Partnering Agency. The chair shall not have a vote except in the case of a tie.~~

~~7.6 An Operations Committee member may not designate another Operations Committee member to be their proxy for voting purposes.~~

~~7.7 An alternate Operations Committee member shall only have a voting right in the absence of the regular member. The Chief of the respective agency shall select the alternate.~~

~~7.8 Role, Duties, and Responsibilities of the Operations Committee:~~

~~7.8.1 To meet at least quarterly; the Committee may provide for additional meetings as may be needed depending upon the pressure of business or may reasonably be requested by a majority of the members. The date and; hour of any regular meeting shall be scheduled by the Operations Committee Chair, making every effort to have a quorum present.~~

~~7.8.2 Develop and approve the RPSTC Operation Manual.~~

~~7.8.3 The Center Director will develop and the Operations Committee will review and make a recommendation to the Executive Board for the RPSTC's annual operational and maintenance budget.~~

~~7.8.4 Make recommendations to the Executive Board for major capital outlays and improvements.~~

~~7.8.5 Develop the annual training and facility use schedule by September 15th for the following calendar year. Usage after that date will be based on a first come, first serve basis.~~

~~8. Attendance and Participation by Other Agencies~~ [KM17]

~~8.1 Local, state, and federal representatives of public safety or service agencies who are not Partnering Agencies to this Agreement may attend RPSTC Operations Committee or sub-committee meetings as members of the public but shall not have voting rights.~~

~~8.2—Local, state, and federal public safety or Service agencies who are not Partnering Agencies to this Agreement will not have scheduling priority and will pay a fee for use of the RPSTC facilities. The parameters for renting the facility and the type of agencies that will be allowed to rent the facility shall be determined by the Executive Board with recommendations from the Operations Committee.~~

79. Role of Washoe County

~~7.1.9.1~~ As the day-to-day manager of maintenance and repair of the RPSTC, Washoe County shall have the responsibility to:

~~7.1.1.1~~ ~~9.1.1~~ Maintain the RPSTC in good condition and repair in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work as shall be required; but not limited to: all structures, utilities, walkways, HVAC systems, electrical systems, plumbing systems and all components of the interior and exterior of all structures, including painting. Maintenance will be to the same standard as other County buildings are maintained and preventive maintenance will be to industry standards and manufacturers' recommendations.

~~7.1.2.2~~ ~~9.1.2~~ Maintain all roads, parking areas (public, secure, and training staging and operations), metro street area, and patios. Maintain the skid pad, perception reaction course, Emergency Vehicle Operator's Course (EVOC), ~~metro street area, and patios. shooting range, and burn tower.~~

~~7.1.3.3~~ ~~9.1.3~~ Contract all custodial functions to include ~~daily~~ cleaning, trash removal, ~~periodic~~ window and carpet cleaning, and other specialty cleaning as may be needed.

~~7.1.4.4~~ ~~9.1.4~~ Maintain all landscaping and irrigation systems, and perform snow and ice removal.

~~7.1.5.5~~ ~~9.1.5~~ Maintain fire training props (exterior and interior).

~~7.1.6.6~~ ~~9.1.6~~ Contain, collect, and abate lead expended at the arms qualification range.

~~7.1.7.7~~ ~~9.1.7~~ Develop facility management contracts with vendors.

~~7.1.8.8~~ ~~9.1.8~~ Make emergency repairs as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the ~~Center RPSTC~~ functional. Emergency repairs must be approved by the Chair of the Executive Board and ratified by the Manager's or Executive Board, depending on the cost of the repairs.

~~7.1.9.9~~ ~~9.1.9~~ Establish and maintain all accounts and records, including personnel, property, financial, project management, and other records as required by Washoe County to ensure proper accounting for all ongoing operations and

maintenance ~~costs~~^{[KM18][KM19]}. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules.

7.1.10 ~~9.1.10~~ Provide notice of scheduled maintenance or repair that could be potentially disruptive to RPSTC operations.

7.2 ~~Center Director. 9.2~~ ~~Under the Inter-local Agreement prior to the amendment as set forth herein, TMCC appointed an RPSTC Director and the individual serving in that position prior to the effective date of this amendment shall remain an employee of TMCC. From and after the effective date of this amended Inter-local Agreement, t~~ The RPSTC Director (also referred to as "Center Director") shall be appointed by and serve at the pleasure of the Washoe County Sheriff as provided herein and shall be in the unclassified service of Washoe County.

79.2.1 Appointment of the Center Director.

79.2.1.1 Washoe County Human Resources will oversee the ~~advertising, recruitment and selection process~~ of the Center Director. Washoe County Human Resources will notify the Managers for the Partnering Agencies and invite one ~~Executive Board member or alternate~~ representative from each Partnering Agency to participate in the selection process. The Manager shall designate the representative.

79.2.1.2 The members ~~of the Executive Board~~ participating in the selection process ~~as outlined in 9.2.1.1~~ will make a recommendation to the Sheriff of Washoe County ~~regarding selection of the Center Director~~ from those qualified candidates participating in the selection process.

79.2.1.3 After ~~receiving~~ considering the recommendation ~~of the members of the Executive Board participating in the selection process~~, the Sheriff of Washoe County will select the Center Director from the qualified candidates participating in the selection process.

79.2.2 Evaluation of Center Director

79.2.2.1 ~~Through the Executive Board's annual review and approval of the annual training plan and schedule for the RPSTC, the Board establishes priorities for the Center Director for the upcoming year as it relates to the RPSTC. The Executive Board, with input from the Operations Committee, The Manager's and Executive Boards may make recommendations to the Sheriff regarding the Center Director's annual performance at the time. When the Sheriff is preparing to conduct the Director's evaluation, the Sheriff of Washoe County agrees to consider the Executive Board's' recommendations, in conducting the Director's performance evaluation and in addition, t~~ The Sheriff may use additional criteria in evaluating the Director's performance for the year.

79.2.3 Vacancy in Center Director's Position

79.2.3.1 If the Center Director's position becomes vacant while this ~~Inter-local~~ Agreement is in effect, Washoe County agrees to provide an interim Center Director subject to selection of ~~and to recruit and select~~ a new Director as outlined herein.

79.2.3.2 All cost for recruitment and selection for the position of Center Director shall be paid for by the ~~Center~~ RPSTC Budget.

7.2.3.3 The ~~Center Director's~~ salary and benefits of the Center Director or interim Center Director shall be paid for by the Center Budget. If the cost of an interim Center Director exceeds the budgeted amount, upon the approval of the Manager's Board, the Partnering Agencies agree to share the excess amount in the percentage set forth in the Funding Formula, attached as Exhibit A and incorporated by reference [KM20] [KM21].

~~79.3 Under the Inter-local Agreement prior to the amendment as set forth herein, TMCC was responsible [KM22] for providing staff to manage the day-to-day maintenance, operation, and repair of the RPSTC, subject to the review of the Operations Committee and approval of the Executive Board. By virtue of this amended Inter-local Agreement, Washoe County will be responsible for providing staff to manage the day-to-day maintenance, operation, and repair of the RPSTC, which will be subject to review of the Operations Committee and approval of the Executive Board. TMCC has identified 3 employees who will be severed from employment with TMCC and, by virtue of this amended Inter-local Agreement, will have the right to transfer to Washoe County employment. These employees are referred to herein as "Transfer Employees" and will be granted all the rights and benefits accruing to Washoe County employees within their respective classifications.~~

~~9.3.1 Transfer Employees.~~

~~9.3.1.1 — The Transfer Employees who have the right to transfer to Washoe County employment pursuant to this Agreement are those employees TMCC had currently assigned to the RPSTC holding the following positions: Administrative Aide, Executive Assistant and Maintenance Repair Worker II. TMCC shall sever employment with the Transfer Employees and Washoe County shall hire them on March 1, 2004.~~

~~9.3.1.2 — This Agreement does not preclude any person who would be a Transfer Employee from remaining with TMCC if the employee and TMCC mutually agree. Such an arrangement will reduce the number of Transfer Employees accordingly.~~

~~9.3.1.3 — Except as specially noted below for the Maintenance Repair Worker II, Washoe County has determined the organizational structure of the staff of the RPSTC as it affects the Transfer Employees, including the classifications and pay ranges of the~~

~~Transfer Employees in accordance with the County's job evaluation committee process. The TMCC classification and the Washoe County classification is as follows:~~

<u>TMCC classification</u>	<u>Washoe County Classification</u>
Administrative Aide	Office Assistant II
Executive Assistant	Administrative Secretary
Maintenance Repair	Building Technician, provided the employee successfully passes the County's qualification test administered by Human Resources. In the event the individual does not successfully pass the Technician test, he/she shall be classified as a Building Maintenance Technician Assistant.
Worker II	

~~Nothing herein constitutes a guarantee that the Transfer Employees will be assigned by the County to the RPSTC. Transfer Employees transferring to County, employment pursuant to this section who have attained permanent status with TMCC prior to the transfer to County employment will not be subject to a probationary period in the position they are placed as County employees. Transfer Employees who have not attained permanent status with TMCC at the time of their severance from TMCC employment shall be probationary employees as County employees for the balance of their TMCC probationary period.~~

~~9.3.1.4 Transfer Employees will be paid at their existing TMCC base pay rate. If the TMCC base pay rate exceeds that of the County position into which a Transfer Employee is placed, that base pay rate will be frozen and County agrees to continue to pay the TMCC base pay rate until the County pay range encompasses the higher TMCC pay level. Transfer Employees whose TMCC pay rate is below the range of the classification to which they are assigned as County employees will have their pay level moved to the minimum of the County pay range.~~

~~9.3.1.5 Transfer Employees shall retain their TMCC hire date into their TMCC classification that they occupied immediately before transfer for purposes of determining merit increases and seniority for purposes of layoff, bumping and transfers. Transfer Employees shall retain their TMCC hire date for purposes of determining career incentive pay (longevity) and accrual rates for sick leave and annual leave. The parties recognize that should the issue of seniority be challenged by the Washoe County Employees' Association, any final determination shall be subject to~~

~~arbitration for final resolution pursuant to the County's and the Washoe County Employees' Association's collective bargaining agreement then in effect.~~

9.3.1.6 — ~~Transfer Employees shall be eligible immediately to participate in the County's deferred compensation program which presently does not include an employer match. Transfers of deferred compensation accounts or proceeds from income deferral progress created or associated with TMCC are the responsibility of the Transfer Employees under applicable federal laws, regulations, and the County's deferred compensation programs.~~

9.3.1.7 — ~~Transfer Employees shall accumulate sick leave and annual leave as County employees in the same manner and subject to the same conditions as other County employees with the same seniority. Transfer Employees shall retain their balances of regular sick leave and regular annual leave in place at the time of transfer.~~

9.3.1.8 — ~~Transfer Employees will be immediately eligible for compensatory time or personal leave programs for which they are otherwise eligible, but no accrued balances will be transferred from TMCC to the County.~~

9.3.1.9 — ~~Transfer Employees covered by TMCC Health Insurance Plan(s) at the time they sever from TMCC employment and their eligible dependents will be immediately enrolled without any waiting period for any County Health Insurance Plan offered by the County at the time they are hired. Eligibility shall be determined according to the County Insurance Plan.~~

9.3.1.10 — ~~The County shall pay retirement premiums PERS for eligible Transfer Employees in the same manner as other eligible County employees. Eligibility shall be determined according to the state laws and regulations on public employees.~~

9.3.1.11 — ~~TMCC shall provide to the County a complete copy of the present personnel file of each Transfer Employee.~~

9.3.1.12 — ~~The County discontinued its retiree health subsidy for all employees hired on or after September 17, 1997. Transfer Employees, regardless of their hire date with TMCC, shall be deemed to have been hired after September 17, 1997, for purposes of the retiree health subsidy.~~

7.39.4 Washoe County shall be responsible for engineering, operating, administering, maintaining and repairing the technology data; telecommunications, and video technology and supporting infrastructure for the RPSTC.

~~9.4.1 The annual operating, maintenance, and repair costs incurred by Washoe County for engineering, operating, administering, maintaining and repairing the data, telecommunications, and video technology and infrastructure shall be borne by the Partnering Agencies as described in Sections 12.2 and 12.3 of this Agreement. IT/Telecommunications representatives from all Partnering Agencies will be advised regarding maintenance and upgrade of equipment to support these backbones [KM23] [KM24].~~

~~7.3.1~~ ~~9.4.2~~ Each Partnering Agency shall be responsible for the costs of repair or damage, beyond ordinary wear and tear, to ~~the IT/Telecommunication~~ technology and infrastructure the RPSTC caused by that Partnering Agency. Washoe County shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and invoice the Partnering Agency accordingly. Any disputes shall be handled in accordance with Section 15.

~~7.3.2~~ ~~9.4.3~~ ~~Washoe County will not allow any~~ No tactical training activities ~~to shall~~ occur on the roofs of the administration and armory buildings. ~~All and all~~ Partnering Agencies, and any other users of the RPSTC, will comply with this prohibition.

~~7.3.3~~ ~~9.4.4~~ Washoe County is the owner of the RPSTC and its fixtures. ~~will acquire, hold, or dispose of property necessary to operate the RPSTC. All fixed facilities and RPSTC equipment shall belong to Washoe County. Participating Agencies will acquire, hold, or dispose of respective~~ are responsible for any Partnering Agency property housed at the RPSTC.

~~7.3.4~~ ~~9.4.5~~ Washoe County will annually assess Partnering Agencies for ~~maintenance repair, operation, and development of accrual/contingency accounts.~~ These accounts that will be used for major repairs and capital outlays. This assessment will be included in the annual [budget][KM25][KM26] as defined in Section 10.2 and maintained as provided in Section 10.7.

~~9.4.6~~ ~~TMCC's contribution is based upon and limited to funds received from the Legislature and Board of Regents.~~

~~9.4.7~~ ~~Annual operating, maintenance, and repair costs for the RPSTC shall be shared by the Partnering Agencies, based upon TMCC's annual allocation and the total authorized number of personnel for the remainder of the Partnering Agencies reported to the Executive Committee as of January 1 for the following fiscal year. The approved annual operating, maintenance, and repair costs for the RPSTC fiscal year 2004 operations and Participating Agency proportionate shares are included in Exhibit A.~~

810. Operations Plan and Annual Training Schedule

~~810.1~~ Priority for ~~The utilization and operation of the RPSTC shall be~~ given to the Partnering Agencies in the following order of ~~priority~~ [KM27]:

~~10.1.1~~ ~~First priority is given to Partnering Agencies.~~

~~10.1.2~~ ~~Second priority will be given to non-partnering public safety agencies in Washoe County.~~

~~10.1.3~~ ~~Third priority is given to public safety agencies outside of Washoe County.~~

~~10.1.4~~ ~~Fourth priority goes to other governmental agencies and personnel.~~

~~810.2~~ The Center Director ~~and the Operations Committee~~ will develop an Operations Manual to be submitted to the Executive Board for review and approval. The Operations Manual will include but is not limited to the following:

~~810.2.1~~ Scheduling procedures (including a classroom utilization plan for each fiscal year).

~~810.2.2~~ Rental fees for non-partnering agencies.

~~810.2.3~~ Agency responsibilities when using the RPSTC.

~~810.2.4~~ Policies and procedures for using the RPSTC and props.

~~108.3~~ The Center Director ~~and the Operations Committee~~ will develop an annual schedule for the RPSTC by September 15 for the following calendar year. This schedule shall ~~prioritize include~~ all the received requests for facility usage from all the Partnering Agencies. The schedule should optimize use of the RPSTC. The schedule will be submitted to Executive Board for review and approval, and then be subsequently formulated by the Center Director and the Operations Committee. The Executive Board must approve this plan. The schedule of all received requests must be developed by September 15th for the following calendar year. Any subsequent requests will be handled on a first come, first serve basis.

~~810.4~~ The Center Director shall be responsible for the maintenance, operation, and repair of vehicles utilized by the RPSTC and for maintaining such vehicles in sound operating condition in accordance with generally recognized and accepted preventive maintenance standards for such vehicles. ~~[KM28][KM29]~~

~~911. Use of Facility~~ Regional Public Safety Training Center Facilities

~~911.1~~ Partnering Agencies shall not alter, repair, modify, or change the premises of the RPSTC without the express written permission and approval of the Washoe County Public Works Department and/or Washoe County Commission ~~and the Executive Board~~.

~~9.2~~ Each Partnering Agency reserves the right to use its own instructors for the Agency's training.

~~102. Budget, Finances and Partnering Agency Costs.~~

~~102.1~~ The Annual budget for the RPSTC, as defined in Section 10.2, operating, maintenance, and repair costs for the RPSTC shall be shared by the Partnering Agencies based upon proportionate use, as defined in Sections 9.4.6 and 9.4.7. All Partnering Agencies agree to pay their annual contributions based on the funding formula approved by the Manager's Board as set forth in Section 10.1.4.

10.1.1 The Executive Board is responsible for reviewing the annual budget submitted by the Center Director. Once finalized, the Executive Board shall submit the annual budget to the Manager's Board on or before February 15th.

10.1.2 The Manager's Board has final approval of the annual budget. The annual budget shall be approved on or before March 1st.

10.1.3 At the time it considers approval of the annual budget, the Manager's Board will review and approve the Funding Formula, which is attached as Exhibit A and incorporated by reference, to determine the percentage each Partnering Agency shall contribute to the annual budget based upon the Partnering Agency's proportionate use of the RPSTC [KM30].

10.1.4. Prior to the adoption of the proposed budget by the Manager's Board, a final prior year actual expenditure report and revenue report for non-partner agencies for the RPSTC shall be provided to the Partnering Agencies by the Center Director.

10.2. ~~Those costs and expenses~~ The RPSTC annual budget will include, but is not limited to, the following:

10.2.1 ~~12.1.1~~ Authorized personnel salaries and ~~benefits~~ [KM31] [KM32];

10.2.2 ~~12.1.2~~ Services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, and contractual services;

10.2.3 ~~12.1.3~~ Expenditures related to facility repair, operations and maintenance, ~~as set forth in section 9.1;~~

10.2.4 ~~12.1.4~~ Annual budgeted contributions to ~~the~~ capital improvement and contingency funds;

10.2.5 ~~12.1.5~~ Property insurance; ~~and~~

10.2.6 ~~12.1.6~~ Other expenditures approved by the Executive ~~Committee~~ and/or Manager's Boards; abd

10.2.7 Technology -

10.3 ~~102.2~~ Each Partnering Agency shall bear at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e. Partnering Agency provided office furniture, ammunition, fire and police training equipment used by each jurisdiction, etc.).

10.4 ~~12.3~~ Each Partnering Agency shall bear, at its own expense, the costs of consumable supplies for ~~their~~ own specific training exercises, ~~such as~~ (i.e., fuel for the fire simulator).

~~10.512.4~~ Washoe County shall invoice each Partnering Agency on an annual basis for their proportionate share of the budget by June 30th for ~~each following~~the upcoming fiscal year.

~~10.65 12.5~~ Each Partnering Agency shall reimburse RPSTC for the costs of repair of damage, beyond ordinary wear and tear caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Manager's and Executive Boards. This provision does not apply to claims ~~covered under any property coverage m::insurance~~ otherwise covered by insurance.

~~10.712.6~~ Washoe County will administer the financial activities of the RPSTC in a separate fund -(RPSTC Fund) in accordance with general accepted accounting principles.

~~10.7.112.6.1~~ Expenditures ~~from this fund~~ not otherwise approved in the annual budget, require the approval ~~of the chair~~ of the Executive Board, ~~or vice chair in the chair's absence~~. Expenditures not otherwise approved in the budget in excess of \$5,000 require approval of the Manager's Board.

10.7.1.1 Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center RPSTC functional. Emergency repairs must be approved by the Chair of the Executive Board and ratified by the Manager's or Executive Board, depending on the cost of the repairs.

~~10.7.212.6.2~~ ~~The fund~~ Washoe County will receive and separately account for all income belonging to the RPSTC Fund, including the Partnering Agencies' annual contributions and outside rental income. Washoe County will provide an annual report at the end of each fiscal year. The report will be provided to the Partnering Agencies upon request.

~~10.7.3 12.6.3~~ All monies not expended in the RPSTC Fund will remain the property of the RPSTC Fund and roll forward into the next fiscal year. ~~for expenditure in accordance with 12.6.1.~~

~~10.7.4 12.6.4~~ Any interest earned on the monies in the RPSTC Fund, after deducting applicable bank charges, must be credited to the RPSTC Fund ~~this fund~~.

10.8 Each Partnering Agency shall make payment to Washoe County within sixty (60) calendar days of receipt of the invoice. If these fees are not paid in ninety (90) days, the Partnering Agency shall be in default and subject to immediate and automatic termination in accordance with Section ~~1417~~ of this Agreement. The Partnering Agency remains liable for any amounts due under this Agreement even if terminated from the Agreement.

10.9 ~~Center~~RPSTC ~~b~~Budgets, ~~a~~Accounts and ~~p~~Purchasing ~~r~~Requirements.

~~10.9.1~~ ~~12.8.1~~ ~~All The~~ RPSTC ~~Fund accounts are is~~ subject to oversight and control of the Executive Board and Manager's Board.

~~12.8.2~~ ~~10.9.2~~ Washoe County will follow the purchasing requirements as required by ~~Nevada law NRS and NAC.~~

~~10.9.3~~ ~~12.8.3~~ Washoe County will administer the RPSTC- ~~Fund operational fund.~~ ~~This~~ ~~The annual~~ budget will be reviewed and approved by ~~the Manager's Board.~~ ~~all~~ boards. ~~TMCC will provide the TMCC portion of the agreed upon funding into this account.~~

~~10.9.4~~ ~~The Partnering Agencies agree to pay the annual contribution based upon the Funding Formula approved by the Manager's Board, which is set forth in Exhibit A and incorporated by reference, and any subsequently approved expenditures outside the annual budget.~~

13. Truckee Meadows Community ~~College~~ [KM33]

~~13.1~~ TMCC will be the primary educational institution offering courses at the RPSTC. No other educational institution will be allowed to compete with TMCC unless:

~~13.1.1~~ TMCC is given first 'right of refusal.' TMCC may partner with the requesting institution. If TMCC cannot or will not offer the course within six months, then:

~~13.1.1.1~~ The requesting institution will be, allowed to offer the course subject to the criteria and parameters set forth by the Executive Board.

~~13.1.1.2~~ If there is conflict between the Executive Board and TMCC, this matter will then be mediated by the Manager's Board.

~~13.1.1.3~~ The requesting institution will be subject to the same fees and requirements of any non-partnering agency renting the facility as listed in the Operations Manual.

~~13.2~~ All Partnering Agency instructors teaching Th1CC courses for credit shall comply with TMCC's rules and regulations for contract instructors, per the TMCC and UCCSN code.

~~13.3~~ Each time Agency personnel attend an FIE generating course, they will complete a course registration form.

~~13.4~~ Each Partnering Agency reserves the right to use their own instructors for Agency training. The Agency instructors are not subject to Section 13.2.

~~13.5~~ TMCC will be allowed to offer at least 350 FTE (or equivalent, total of 157,000 training/man hours annually) at the RPSTC. TMCC can offer classes in three types of formats:

~~13.5.1 FTE generating, for credit courses.~~

~~13.5.2 Workshops, non-credit.~~

~~13.5.3 Combination.~~

~~13.5.4 All TMCC class offerings will be scheduled in accordance with Section 10.3.~~

1114. Hold Harmless and Indemnification

~~11.114.1~~ The Partnering Agencies agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that ~~party~~ Partnering Agency arising from any negligent acts, errors or omissions ~~or negligent failure to act by any~~ of that ~~party's~~ Agency's employees ~~or~~ agents ~~or s~~ in connection with work responsibilities performed pursuant to this Agreement or use of the facility. The Partnering Agencies reserve the right to use any defenses allowed by law.

~~11.2 14.2~~ The Partnering Agencies further agree to the extent allowed by Nevada law that they are joint employers for the purpose of Workers Compensation ~~per Chapters 61-6A to 617, inclusive, of NRS.~~

1215. Insurance

~~12.115.1~~ Partnering Agencies mutually agree to provide for their financial responsibilities as respects for liability arising out of this Agreement ~~and this program~~ through either the purchase of insurance or the provision of a self-funded program pursuant to ~~state~~ Nevada law statute.

~~12.215.2~~ Washoe County will obtain quotes for property insurance on an “all risk replacement cost basis” for coverage of the RPSTC. Washoe County will develop a charge for losses within its deductibles under the property insurance charge. The costs of insurance and the charge for losses with deductibles will be pro-rated among the Partnering Agencies on an annual basis, as established in Section ~~1012.1.6.~~

~~15.312.3~~ In the event a liability claim or lawsuit is filed against the Partnering Agencies or any individual Partnering Agency related to the use and operation of the RPSTC, there shall be a meeting between the Risk Managers from each Partnering Agency to discuss how best to address the claim or lawsuit.

~~12.415.4~~ Should the parties agree to settle any claim or lawsuit against the RPSTC, the Risk Managers and attorneys representing parties to the claim or lawsuit will make recommendations to the Executive Manager's Board.

1316. Agreement Modification

~~13.146.1~~ This Agreement may only be amended at the direction and with the approval ~~by~~ of a majority of the Manager's Board members. Prior to processing an amendment, a recommendation ~~shall~~ may be provided by the Executive Board. Any modification of this Agreement must be in writing, ~~signed by the parties and approved by the governing bodies.~~

~~13.246.2~~ This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

13.3 Addition of Members. The Manager's Board may approve the addition of Partnering Agencies. The addition shall become effective upon the execution of a counterpart of this Agreement by such entity and the delivery of such executed counterpart to the Washoe County Manager.

14 17. Term and Termination of Agreement

~~17.14.1~~ This Agreement shall become effective upon execution by the Partnering Agencies and shall expire on July 1, 2024 (Initial Term). Upon expiration of the Initial Term, this Agreement shall automatically renew for two additional successive 5 year terms unless a Partnering Agency provides written notice of non-renewal at least 6 months prior to the end of the then-current term^[KM34]. This Agreement supersedes and replaces any and all previous agreements.

14.2 Voluntary Termination

~~14.2.1 1714.1.1~~ Any Partnering Agency wishing to terminate participation prior to the end of the ~~15-year~~ term must provide ~~no less than 180 days~~ written notice of intent to terminate. The written notice must be received no later than 180 days before the annual budget is approved by the Manager's Board or the Partnering Agency seeking voluntary termination remains financially liable for its proportionate share of funding for the upcoming fiscal year.

~~14.2.2 17.1.2~~ Any party voluntarily terminating in accordance with this section shall forfeit any contribution made to the annual ~~budget, operating, maintenance, and repair costs referenced in Section 12 of this agreement. Improvements to the RPSTC financed by this fund shall remain the property of Washoe County.~~

~~14.2.3 17.1.3~~ Subsequent to a voluntary termination and payment of all financial contributions, the Agency may rent space at the RPSTC under the same terms and condition as any other non-participating agency.

14.3 17.2 Involuntary Termination

~~14.3.1~~~~17.2.1~~ The failure of any Agency to adhere to the terms and conditions of this Agreement, including timely payment of ~~fees~~ financial contributions due, may constitute grounds for that Agency's involuntary termination from participation.

~~14.3.2~~~~17.2.2~~ A Partnering Agency in breach of any of the terms of this Agreement must be notified in writing that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the RPSTC may be involuntarily terminated.

~~14.3.3~~~~17.2.3~~ If the Agency fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board. Upon a majority vote, the Executive Board will recommend to the Managers' Board that the Agency be involuntarily terminated.

~~14.3.3~~~~17.2.4~~ The Managers' Board will provide the Agency an opportunity to appear before it and to show why its participation in the RPSTC should not be involuntarily terminated. The failure of the Agency to appear shall constitute a waiver of any future right to do so.

~~14.3.4~~~~17.2.5~~ Upon a majority vote, the Managers' Board will notify the Agency in writing that its participation in the RPSTC is terminated and that it will forfeit any claim to ~~any~~ its annual contributions and RPSTC assets.

~~14.4~~~~17.3~~ Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies.

~~14~~~~17.4~~ A Partnering Agency terminated for late or non-payment forfeits any claim to any RPSTC assets or use of the RPSTC as a partner.

~~1518. Grievance and Arbitration Conflict~~ Resolution ~~[KM35]~~ ~~[KM36]~~

~~18~~~~15.1~~ All parties to this Agreement shall make every ~~good effort~~ faith effort to resolve conflicts ~~with the parties involved among themselves~~. If ~~settlement resolution~~ is not obtained, ~~these parties~~ any involved party can submit a grievance ~~first~~ to the Executive Board ~~for consideration, and then to the Manager's Board~~. If settlement ~~on an of the~~ issue cannot be reached between the grieving ~~party agency~~ and the Executive Board, the matter shall be submitted to ~~and~~ the Manager's Board for consideration. If no resolution can be reached, the matter shall be submitted to, binding arbitration ~~shall be employed to reach a settlement~~.

~~18~~~~15.2~~ The arbitrator shall be selected by ~~mutual agreement of the Executive~~ the Manager's Board ~~and the grieving agency~~.

~~18~~~~15.3~~ It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the matter, which shall be binding in nature, except as to issues of law.

~~1815.4~~ Each party to a hearing before an arbitrator shall bear ~~his-its~~ own expenses, including attorney's fees in connection therewith. Each party to an arbitration shall bear the fees and cost of an arbitrator equally.

~~18.5 All fees and expenses of the arbitrator shall be borne one-half by remaining agencies of the RPSTC and one-half by the grieving agency.~~

15.5 This section does not apply to personnel grievances.

1916. No Third Party Rights Created

~~1916.1~~ Nothing contained in this Agreement confers any right or benefit to any person, (including, but not limited to, those persons employed by Washoe County and members of the Manager's and Executive Board holding positions identified in Sections 9.2 and 9.3) or entity not a party to this Agreement.

~~1916.2~~ In addition, persons holding positions identified in Sections 9.2 and 9.3 have no right to file or pursue the grievance and arbitration provisions set forth in Section 18 above. The conflict resolution procedure outlined in Section 15 may not be utilized for personnel grievances.

17. Nonappropriation

This Agreement extends beyond the terms of the members of the governing bodies of the Partnering Agencies who are presently in office and are voting on its approval, and as a result, under NRS 244.320, unless otherwise provided by law, this Agreement is binding beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by the future governing body of a Partnering Agency or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor a Partnering Agency's obligations under this Agreement, the Partnering Agency shall immediately notify the Manager's Board of such occurrence and shall withdraw from this Agreement in accordance with Section 14.

18. Notices

18.1 Any notice required or permitted to be made under this Agreement shall be in writing and shall be delivered at the principal place of business of each Partnering Agency. The parties may give notice by personal delivery, email or fax.

18.2 All written notices will be deemed given on the date of personal delivery or the date of transmission when sent by email or fax.

19. Governing Law. This Agreement is made and to be performed in the County of Washoe, State of Nevada, and as such, Nevada substantive and procedural law shall apply.

20. Agreement may be Executed in Counterparts

20.1 This Agreement may be executed in counterparts and is binding only when all Partnering Agencies have executed and delivered a counterpart to the Manager of Washoe County who shall be the Custodian of this Agreement and shall distribute signed copies to all of the parties who have executed it.

SIGNATURES BLOCKS WILL BR INSERTED