

UNR GENERAL COUNSEL'S OFFICE CONTRACT (PRELIMINARY) REVIEW SHEET

<input type="checkbox"/> Contract Officer Review	<input checked="" type="checkbox"/> Interagency
<input type="checkbox"/> \$3,000,000+	<input type="checkbox"/> Sale/Lease NSHE/UNR Property
<input type="checkbox"/> Five Years+ or Open-ended/Indefinite Period of Time	<input type="checkbox"/> Attorney Contract (for Chief Counsel Approval)
<input type="checkbox"/> Foreign Contract	<input type="checkbox"/> Other:

TITLE OF CONTRACT:	DCSO and UPDNC Interlocal Agreement	
CONTACT PERSON: (Email/Phone)	Tanya C. Wells, tanyaw@unr.edu	Phone: 327-5299
REQUIRES BOR APPROVAL:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
COUNSEL – Please review, initial and date	Initials: SC	Date: 08/01/25
RECOMMENDED TO CHANCELLOR BY PRESIDENT:		
<div style="text-align: right;"> <u>Brian Sandoval, President</u> <u> </u> Date </div>		
SUMMARY OF CONTRACT:		
<p>University Police Department-Northern Command often has the need to partner with Washoe County Sheriff's Office (WCSO) on large scale events. This agreement allows WCSO to partner with us on an ongoing basis for these events as they arise, including Hot August Nights if hosted on campus again next year.</p>		
REASON FOR CHANCELLOR SIGNATURE (if required):		
N/A		

RETURN TO: Tanya Wells

CON25-459

**SECURITY AGREEMENT BETWEEN
THE COUNTY OF WASHOE on behalf of
WASHOE COUNTY SHERIFF'S OFFICE and**

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the UNIVERSITY OF NEVADA, RENO, UNIVERSITY POLICE DEPARTMENT -
NORTHERN COMMAND**

THIS AGREEMENT is made by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, on behalf of the duly- elected Sheriff of Washoe County (herein the County and the Sheriff may be referred to collectively as either the "**COUNTY**" or the "**SHERIFF**") and the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, RENO, UNIVERSITY POLICE DEPARTMENT – NORTHERN COMMAND** (herein, "**UPD-NC**"), the policing entity of the **UNIVERSITY OF NEVADA, RENO**.

WITNESSETH:

WHEREAS, the **UPD-NC** desires the services of Deputy Sheriffs to provide security and law enforcement staffing at various functions required of the **UPD-NC** related to an annual events known as, but not limited to the **HOT AUGUST NIGHTS** and any other **SPECIAL EVENTS** within the **Jurisdiction of UNIVERSITY POLICE DEPARTMENT – NORTHERN COMMAND**; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily perform services at **SPECIAL EVENTS** put on by the **UNIVERSITY of NEVADA** in their non-duty and/or duty hours because the provision of trained law-enforcement personnel for public functions, such as **HOT AUGUST NIGHTS**, serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the **SHERIFF** to provide security and law enforcement during functions conducted at the **SPECIAL EVENTS** and under which **UPD-NC** assumes the responsibility for reimbursing the **COUNTY** for the cost of providing necessary Deputy Sheriffs and Vehicles.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

I. DEFINITIONS

As used in this Agreement:

- A. "Deputy"** means a Deputy Sheriff and includes Sergeant Deputy Sheriffs and Reserve Deputy Sheriffs.
- B. "Sergeant"** means a Sergeant Deputy Sheriff.
- C. "Lieutenant"** means a Lieutenant Deputy Sheriff.
- D. "Communication Personnel"** means any person assigned by Sheriff to provide communication services.

E. **“Special Events”** means discrete special events held within Washoe County which require additional security services, including but not limited to **HOT AUGUST NIGHTS**.

II. **PROVISION OF SECURITY SERVICES TO SPECIAL EVENTS ARE CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE**

It is expressly recognized by the parties hereto that a sufficient number of deputies must volunteer to perform security services requested by UPD-NC before this AGREEMENT becomes effective, and that this AGREEMENT shall not become effective and shall not bind any of the parties hereto in any manner if the SHERIFF is unable to obtain a sufficient number of volunteer deputies and communication personnel to perform those security and communication services.

The SHERIFF shall have the sole power to determine the number of deputies which is deemed sufficient to provide security services.

III. **SECURITY SERVICES**

WHEREAS, UPD-NC and COUNTY have entered into an agreement for the provision of security and related services at event functions; and

WHEREAS, the SHERIFF and UPD-NC desire to clarify the nature and scope of the work to be performed by law enforcement at event functions pursuant to said agreement, as well as the chain-of-command for such personnel and the interaction between such personnel and representatives of UPD-NC during such functions.

NOW, THEREFORE, the parties agree as follows:

The SHERIFF, pursuant to the agreement between COUNTY and UPD-NC will provide on-site law enforcement. The security services provided shall include (1) on-site pedestrian movement; (2) parking lot monitoring and foot patrolling; (3) exhibit hall, indoor arena, outdoor arena, midway and all other performance area foot patrolling for surveillance and crowd control purposes; (4) staging area monitoring and patrolling; (5) communication and dispatch capabilities on-site to carry-out all security services and to inter-tie with other local law enforcement agencies and the event coordinator(s); and (6) such other security services as shall be requested by the event coordinator(s) of SPECIAL EVENTS.

At least _____ days prior to an Event, UPD-NC may request the SHERIFF to provide security services within the jurisdiction of UNIVERSITY POLICE DEPARTMENT – NORTHERN COMMAND for Special Events. Said security services shall be performed by the SHERIFF according to his agency's own methods and without subjection of such security personnel to the supervision, direction, or control of SPECIAL EVENTS and with the SHERIFF retaining absolute control over the number of such personnel required to perform such security functions and the manner and means by which such services are rendered.

The SHERIFF and UPD-NC specifically acknowledge the law enforcement personnel providing security services shall retain absolute control and autonomy in utilizing their discretion in regard to the determination whether a law enforcement action or intervention is required in a given situation and as to the nature and extent of that law enforcement action or intervention in the event such actions is deemed appropriate under the totality of the circumstances.

The **SHERIFF** and **UPD-NC** hereby agree to designate, in writing, during each of the **SPECIAL EVENTS** a Commander for the **SHERIFF'S** security forces that are providing security services to the **SPECIAL EVENTS** as well as a designated Coordinator for the **SPECIAL EVENTS**.

Any requests pertaining to law enforcement actions or communication services desired by **UPD-NC** during the **SPECIAL EVENTS** shall be channeled through the designated representatives (designated Commander or Coordinator) discussed above. The **SHERIFF** and **UPD-NC** agree to timely and properly instruct the security staff and members of **SPECIAL EVENTS** as to this requirement.

IV. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF

Deputy Sheriffs are not compelled to provide security services for **UPD-NC** at the **SPECIAL EVENTS** by virtue of this **AGREEMENT**, and any such person who provides services during **SPECIAL EVENTS** does so on a voluntary basis. Deputies who provide such services shall be considered to be "on duty" while providing such services.

V. SHERIFF'S POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF SHERIFF; SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL

All Policies and Procedures of the Sheriff's Office must be followed by deputies, providing services for **UPD-NC**. Violation of those Policies or Procedures will subject such Sheriffs employees to disciplinary action by the **SHERIFF**.

All deputies, employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF** and shall utilize the normal chain of command within the Sheriff's Office. The use of **SHERIFF'S** discretion in making such operational decisions is not and shall not be construed to be a warranty or promise by **COUNTY** or the **SHERIFF** of the safety or security of the **SPECIAL EVENTS** or its agents, employees, guests or patrons.

The **SHERIFF** shall provide a sufficient number of sergeants to supervise the deputies performing services here under and shall arrange its employment schedules to assure that those deputies be supervised by an appropriate number of Sergeants and Lieutenants. The **SHERIFF** shall have the sole power to determine the number of sergeants and Lieutenants which are "sufficient" and "appropriate".

VI. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKERS' COMPENSATION

Compensation shall be revised each year as employee contracts change. Current rates of compensation shall be delineated in a separate financial and operations plan provided (60) sixty days prior to each event.

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to **Cathy Clark-McDonald cclarkmcdonald@unr.edu** reflecting all amounts paid to those employees as salary earned during the provision of such security services. **The University**

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of Nevada, Reno shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain coverage under Nevada Workers' Compensation laws for all deputies and communication personnel providing security services for the **SPECIAL EVENTS**. Such coverage shall be effective at all times when those employees are providing such security services.

VII. USE OF VEHICLES

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be used by authorized **COUNTY** personnel during the events of **SPECIAL EVENTS**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles which may be used, when, by whom, and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to **UPD-NC** a charge per hour as delineated in the financial and operations plan for each Sheriff's vehicle utilized in providing security services for the **SPECIAL EVENTS**, and **UPD-NC** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. UNIVERSITY POLICE DEPARTMENT – NORTHERN COMMAND

UPD-NC is self-insured in accordance with Chapter 41 of the Nevada Revised Statutes, as may be amended from time to time. The self-insurance program is administered by the Nevada Attorney General's Office and claims are handled in accordance with Chapter 41 of the Nevada Revised Statutes, and are subject to the limits stated therein.

IX. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, **UPD-NC** shall indemnify, defend, and hold harmless **SHERIFF** from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by **UPD-NC** or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. **UPD-NC** will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. **UPD-NC** indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, **SHERIFF** shall indemnify, defend, and hold harmless **NSHE**, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by **SHERIFF** or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

X. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 30 days written notice to the other party.

B. Termination of Agreement Due to Emergency or Exigent Circumstances.

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The **SHERIFF** may, at any time and at his discretion, terminate this agreement should he determine an emergency exists that requires the resources dedicated to **UPD-NC** for use in the in execution of his lawful or statutory duties.

C. Entire Agreement

This **AGREEMENT** and the referenced **CURRENT FINANCIAL AND OPERATIONS PLAN**, constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof.

The exception to this provision shall be the Annual Modification of the Financial and Operations Plan that must be agreed upon by the **SHERIFF** and **UPD-NC**.

The Washoe County Board of County Commissioners ("Board") authorizes the **SHERIFF** to approve the Financial and Operations plan without Board action.

D. Term of Effective Agreement

Upon execution by both parties, this **AGREEMENT** shall be effective during the **SPECIAL EVENTS** for a period beginning during the **SPECIAL EVENTS** (August 2025) and ending the last day of December 2030.

E. Attorney's Fees

Each Party shall bear its own attorney's fees and costs that may arise as a result of this **AGREEMENT**.

F. Applicable Law

This **AGREEMENT** shall be governed by the laws of the State of Nevada, irrespective of conflicts of law rules.

G. Authority

Each person who executes this **AGREEMENT** declares that he has full legal authority to bind his principal to the full extent of the law.

H. Funding Out

If the governing body appropriating funds for the **COUNTY** or **SHERIFF** fails to obligate any funds necessary to carry out any duties created hereunder beyond **COUNTY'S** or **SHERIFF'S** then current fiscal period, this Agreement shall terminate without charge, penalty, or sanction.

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IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed on the day and year below.

WASHOE COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, County Commission Date

ATTEST

Washoe County Clerk Date

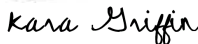
WASHOE COUNTY SHERIFF'S OFFICE

By:  8/4/25
Darin Balaam, Sheriff Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of UNIVERSITY OF NEVADA, RENO, UNIVERSITY POLICE
DEPARTMENT - NORTHERN COMMAND**

By:  8/7/25
Eric James, Chief of Police Date

DocuSigned by:



07-Aug-2025 | 2:03 PM PDT

By: 19756689AAB84CB...
Kara Griffin, Associate Vice President Date
Business and Finance