

**Interlocal Agreement
for
Dispatch Services**

This Interlocal Agreement for Dispatch Services is between Washoe County, on behalf of the Washoe County Sheriff's Office (WCSO), and the Washoe County School District, on behalf of the Washoe County School District Police (WCSDP).

WCSO and WCSDP are law-enforcement agencies that were created to protect public safety. WCSDP needs dispatch and communication services. WCSO has available dispatch and communication resources and can make these resources available to WCSDP. Providing these resources benefits both law-enforcement agencies. NRS 277.180 authorizes WCSO to enter into an Interlocal Agreement with WCSDP to provide dispatch and communication resources.

Therefore, WCSO and WCSPD agree to the following terms and conditions.

I. Duties.

A. WCSO will provide the following dispatch and communication services to WCSPD.

1. Receive, process, relay and dispatch emergency 800 MHz radio transmissions from WCSDP personnel.
2. Provide dispatch operations with the use of a Computer Aided Dispatching system (CAD).
3. Maintain and record unit status and availability in a format required by WCSO and WCSDP policy and procedures.
4. Maintain information provided by WCSDP and station CAD note files in the CAD files.
5. Notify the appropriate law-enforcement agency, fire department, Federal Agency or emergency services, when requested by WCSDP, to provide assistance, if available.
6. Provide information and services related to allowable NCIC/NCJIS inquiries to WCSDP employees who are NCIC certified to receive the requested information and who have been previously identified to WCSO as certified to receive the information.
7. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
8. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.

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9. Maintain all communication equipment located within the Communications Center to permit transmission of Law Enforcement related complaints, emergency communications to and from WCSDP in compliance with applicable FCC, federal, state and local laws.
- B. WCSDP will provide the following dispatch and communication services to WCSO.
1. Install and maintain all exterior communications equipment, at its own expense, including vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state, and local laws.
 2. Maintain any and all existing radio equipment outside of the above-mentioned equipment, scanners and repeater sites that WCSDP determines are essential to their operation.
 3. Ensure WCSDP services are notified of the proper procedure for making emergency requests for services through WCSO for proper and prompt handling.
 4. Provide WCSO with an updated personnel list of those NCIC certified employees to both Washoe County Communications and CIC as needed with certifications.
- II. **Cost of Services.** Both Washoe County and the Washoe County School District shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party. There shall be no charge for these services as defined. This shall be reevaluated as necessary and a cost may need to be negotiated should the calls for service or communications between WCSDP and WCSO increase. Should this occur, any cost must be agreed to in writing by way of an amendment to this agreement and signed by both parties.
- III. **Dispatch Users Group.** WCSSO and WCSPD agree to establish a Dispatch Users Group, which must meet annually. The membership shall include the Police Chief and/or designee of the WCSDP and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee include the following: to assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; to evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.
- IV. **Employees.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices.

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- V. **Independent Public Agencies.** WCSO and WCSPD are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the 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. WCSO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 or any other parties.
- VI. **Length of Agreement.** This Agreement shall continue from the effective date of this Agreement until June 30, 2022, and shall automatically extend for one additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated by either party.
- VII. **Termination.** This Agreement may be terminated without cause by either party with 120-days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
- VIII. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Washoe County School District Police

Attn: Chief

425 E. 9th St,

Reno, Nevada 89520

Washoe County Sheriff's Office

Attn: Sheriff

911 Parr Blvd

Reno, Nevada 89512

- IX. **Indemnification.** Pursuant to NRS Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from

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and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

- X. **Record Maintenance.** WCSO and WCSPD agree to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSDP, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all applicable state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.
- XI. **Confidentiality.** WCSO and WCSPD acknowledge that both agencies are subject to Nevada's Public Records Act and Opening Meeting Law.
- XII. **Insurance.** WCSO and WCSPD both agree to 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 the NRS Chapter 41.
- XIII. **Limited liability.** Without waiving any defenses or limitations set forth in NRS Chapter 41, WCSO and WCSPD agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement. WCSO and WCSPD will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- XIV. **Alternative dispute resolution.** If the parties are unable to settle a dispute that arises under this Agreement, the parties shall use a reasonable method of alternative dispute resolution before initiating a judicial action.
- XV. **Choice of law and Venue.** Nevada law, without giving effect to its conflicts-of-law principles, governs all adversarial proceedings arising out this Agreement. Venue for all adversarial proceedings arising out this Agreement shall be in the Second Judicial District Court in and for Washoe County.

- XVI. Attorneys' fees.** Both parties agree to be responsible for its own attorney fees and all costs in any legal proceeding arising out of or resulting from this Agreement.
- XVII. Force majeure.** If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event.

For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a change in law.

- XVIII. Use of Equipment.** All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency.
- XIX. Effective date.** This Agreement becomes effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the date of this agreement.
- XX. Entire agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other Agreements, whether written or oral between the parties.
- XXI. Modification and waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver, and no such waiver constitutes a waiver of satisfaction of any other condition or failure to comply with any other obligation.
- XXII. Assignment.** Except with the prior written consent of the other party, each party shall not transfer its duties under this Agreement.

XXIII. Severability. Both parties agree that: 1) If any provision of this contract is held to be unenforceable then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; 2) If an unenforceable provision is modified or disregarded then the rest of the agreement will remain in effect as written; and any unenforceable provision remains as written in any circumstances other than those in which the provision is held to be unenforceable.

The parties have caused this Interlocal Dispatch Agreement between WCSO and WCSDP to be duly executed this 14th day of January, 2019. 2020

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Vaughn Hartung, Chair
Washoe County Commission

WASHOE COUNTY SCHOOL
DISTRICT

BY: ASullivan
Andrea Sullivan, CPSM, CPIM
Director of Procurement and Contracts
Washoe County School District

DATE: _____

DATE: 11/25/19

ATTEST:

ATTEST:

BY: _____

BY: _____

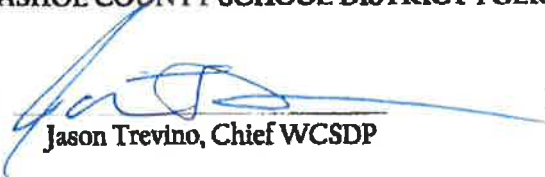
DATE: _____

DATE: _____

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WASHOE COUNTY SCHOOL DISTRICT POLICE

BY:



Jason Trevino, Chief WCSDP

DATE:

11/26/19

**WASHOE COUNTY
SHERIFF'S OFFICE**

BY:



Darin Balaam, Sheriff WCSO

DATE:

11/18/19

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