

INTERLOCAL AGREEMENT FOR SECURITY PATROL DISPATCHING AND VIDEO MONITORING

This Agreement is executed and entered into this ____ day of _____, 2024 by and between the Washoe County (“County”), and the City of Reno (“City”).

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more public agencies to perform any government service, activity, or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform; and

WHEREAS, the County and City have individually entered into separate contracts with Allied Universal Security (“Allied”) to provide uniformed security patrol services for County and City facilities; and

WHEREAS, the City has an existing contract with Allied for security operations center (“SOC”) services, which includes a staffed position for a Dispatch Operator who is responsible for dispatching calls to security guards and conducting security video monitoring of facilities; and

WHEREAS the County and the City have determined it would be in their best interests for Allied to provide SOC services to both the County and City, and for the County and City to share in the costs for such services.

NOW, THEREFORE, the County and City mutually agree to the following terms:

1. **EFFECTIVE DATE.** This Agreement shall be effective the date that it is signed by the parties.
2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the Effective Date and continue until June 30, 2025, unless renewed or terminated earlier or renewed in accordance with the terms of this Agreement. This Agreement will renew automatically for successive 1-year terms unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the term of the Agreement.
3. **TERMINATION.**
 - a. In accordance with this NRS 244.320, the continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the County and the City each fiscal year. The parties agree that if funding is not approved, or appropriated, or withdrawn for any reason by the County or City’s respective governing bodies, this Agreement shall automatically terminate, and the parties shall have no further obligations under this Agreement.
 - b. This Agreement may be terminated without cause by either party with thirty (30) days advanced written notice to the other party delivered to the address set forth in the Notice section set forth below.
 - c. In addition to the other provisions contained in this Agreement, this Agreement may be terminated by either party upon thirty (30) days advanced written notice if the other party

defaults on any condition, covenant, or term of this Agreement, and the default is not cured in accordance with the provisions of this Agreement. Failure to declare a breach, or a waiver of any particular breach, of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

4. **SERVICES PROVIDED BY CITY.** In addition to other obligations set forth in this Agreement, the City agrees to provide the following services to the County through the SOC Operator position staffed by Allied Security at a location provided for by the City:

- a. To receive, process, and dispatch calls for service to the County security personnel twenty-four (24) hours per day, seven (7) days a week for a total of 168 hours per week.
- b. To Receive, process, relay and/or respond to radio transmissions to and from all County security personnel twenty-four (24) hours per day, seven (7) days a week for a total of 168 hours per week.
- c. To notify the appropriate law enforcement agency, fire department, emergency medical services entity, or any other emergency services provider when necessary for the purpose of assisting County personnel twenty-four (24) hours per day, seven (7) days a week for a total of 168 hours per week.
- d. Maintain a log of all calls for service and radio communications pertaining to the County.
- e. Promptly provide logs for calls for service and radio communications at the County's request.
- f. Maintain all communication equipment located within the SOC to ensure the equipment is in proper working order.
- g. Conduct routine testing of communications equipment to ensure it is in proper working order in accordance with SOC Committee Standard operating Procedures.
- h. Monitor real time video from surveillance cameras on the County's security network.

5. **COUNTY'S OBLIGATIONS.** In addition to other obligations set forth in this Agreement, the County agrees to:

- a. Staff a patrol officer who will respond to all radio transmissions and other communications from SOC Operator.
- b. Provide and maintain all communication equipment used by County security personnel to ensure the equipment is in proper working order.
- c. Provide routine testing of communications equipment used by County security personnel to ensure the equipment is in proper working order.

- d. Pay the City half of the monthly cost of the SOC Operator position staff by Allied, which is \$11,156.60 per month at the time of the Effective Date of this Agreement. *See* Attachment A, Allied Universal Security Pay and Bill Rates for July 1, 2023 to June 30, 2023. The City will invoice the County on the Effective Date of this Agreement and the first of each month thereafter. The County will not be required to make monthly payments for the remaining months of the term if the Agreement is terminated.
- e. Pay for any costs associated with providing and maintaining video feed from County network to the City SOC location.

6. **DEVELOPMENT OF OPERATIONAL PROCEDURES AND PERFORMANCE REVIEWS.**

The County Security Administrator and the City's Security Manager must collaborate to develop policies and procedures and identify operational priorities for dispatch and video monitoring services provided under this Agreement. The County Security Administrator and the City's Security Manager must meet at least quarterly to develop and review the policies and procedures. The County Security Administrator and City's Security Manager must also work together to evaluate the performance of services rendered under this Agreement, including but not limited to, staffing and quality of service.

7. **MODIFICATION OF AGREEMENT.** This Agreement and its attachments constitute the entire agreement between the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreement that may have been made between the parties. The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

8. **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 Office of the County
Manager
Attn: County Security Administrator
1001 E 9th St, Ste A201
Reno, Nevada 89512

City of Reno, City Manager's Office
Attn: Security Manager
1 E First St
PO BOX 1900
Reno, Nevada 89505

9. **EMPLOYEES OF INDEPENDENT CONTRACTOR.** The security services provided under this Agreement will be performed by Allied, a who is an independent contractor, and employees of the vendor are the sole obligation of the contractor. Contractor's employees or other personnel are not County or City employees.

Accordingly, the County and City are not responsible for decisions pertaining to the selection, retention and separation of contractor's employees.

10. **RECORD MAINTENANCE.** The County and City agree to keep and maintain full, true and complete records, contracts, books and documents related to this Agreement that are necessary to comply with the requirements of the Nevada Public Records Act.
11. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties 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.

The parties 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. Liability of both parties shall not be subject to punitive or exemplary damages. Actual damages for any breach shall not exceed the amount of funds that have been appropriated for payment of services under this Agreement but not yet paid for the fiscal year budget in existence at the time of the breach.

12. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from 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.
13. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability, Professional Liability and Workers' Compensation Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties 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. 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.
15. **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.
16. **INSPECTION AND AUDIT.** Either party shall have the right to conduct a performance audit of the SOC or security patrol of the other at its expense. The other party shall cooperate

in the conduct of such a performance audit.

17. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Any party asserting a breach of this Agreement by reason of a failure by County to make any payment, or the failure of either party perform any covenants, conditions or provisions of this Agreement required to be performed by such party, shall provide written notice of such default. The defaulting Party shall have 30 days within which to cure the default except in circumstances where the nature of the default (other than the payment of money) is such that more than thirty (30) days are reasonably required for completion of the cure, in which case the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. A failure to cure or initiate the default, as applicable, shall constitute a material breach of this Agreement by such party. Except as otherwise provided in this Agreement, the non-defaulting party may pursue all remedies available under Nevada law for the breach.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.
21. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
22. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the Laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.

25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
27. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third-party beneficiary rights in any person not a party to this Agreement.
28. **FORCE MAJEURE.** Neither party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, pandemics, accidents, fires, explosions, or acts of God, including without limited to, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the following parties have signed this Agreement on the dates indicated below.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

BY: _____
Alexis Hill, Chair
Washoe County Commission

DATE: _____

ATTEST: _____

BY: _____

DATE: _____

OFFICE OF THE COUNTY MANAGER

BY: _____

DATE: _____

**CITY OF RENO
CITY COUNCIL**

BY: _____
Hillary Schieve, Mayor
City of Reno

DATE: _____

ATTEST: _____

BY: _____

DATE: _____

CITY MANAGER'S OFFICE

BY: _____

DATE: _____