

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF RENO
ON BEHALF OF THE RENO PUBLIC SAFETY DISPATCH DEPARTMENT
AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF UNIVERSITY POLICE DEPARTMENT-NORTHERN COMMAND
FOR DISPATCH SERVICES**

This agreement is executed and entered into by and between the Board of Regents of the Nevada System of Higher Education (hereafter referred to as 'NSHE'), on behalf of the University Police Department-Northern Command, a statutory office of the State of Nevada (hereafter referred to as 'UPDNC'), and the City of Reno, for and on behalf of its Public Safety Dispatch Department (hereafter referred to as 'City').

WHEREAS, City, on behalf of its Public Safety Dispatch Department, and NSHE, on behalf of UPDNC, are authorized under NRS 277.180 to contract with any one or more other 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;

WHEREAS, UPDNC is authorized by law to provide law enforcement services on NSHE property;

WHEREAS, UPDNC requires dispatch and communications services to perform its law enforcement duties;

WHEREAS, Reno Public Safety Dispatch possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the UPDNC;

WHEREAS, it is deemed that the services of the City of Reno Public Safety Dispatch Department hereinafter set forth are both necessary to UPDNC and in the best interests of both parties.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective when approved by official action of each party and signed by both parties.

2. **TERM OF AGREEMENT.** Said Agreement shall continue for one (1) year from the effective date of this Agreement and shall automatically extend for up to three one-year terms on the same terms and conditions, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with ninety (90) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** 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.
 - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - c. City will be responsible for providing the proposed revisions in the Agreement to legal counsel for the other party.
 - d. When both parties and their counsel have agreed to the recommended changes, City will obtain the necessary approval of the Reno City Council and provide the finalized document to NSHE for appropriate approval and signature. NSHE will sign and return the document to City for final signature.
5. **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:

Reno Public Safety Dispatch
Attn: Director
P.O. Box 1900
Reno, Nevada 89505

Reno City Attorney
P.O. Box 1900
Reno, Nevada 89505

University Police Department-Northern
Command
Attn: Chief Eric James
1664 North Virginia M/S 250
Reno, NV 89557-0059

University of Nevada, Reno
Office of the General Counsel
1664 N. Virginia St. MS 0550
Reno, NV 89557

6. **DUTIES AND RESPONSIBILITIES OF RENO PUBLIC SAFETY DISPATCH.** The following is a description of the duties of Reno Public Safety Dispatch in accordance with the terms of this Agreement. Reno Public Safety Dispatch agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.

- a. Receive, process and dispatch “9-1-1 emergency” calls for service to UPDNC Jurisdiction; including those locations formerly within the Jurisdiction of Truckee Meadows Community College Police Department.
- b. Receive, process and dispatch non-emergency calls for and to the UPDNC Jurisdiction.
- c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs.
- d. Maintain and record unit status and availability in a format required by City policy and procedure.
- e. Receive, process, relay and/or respond to radio transmissions from and to all UPDNC personnel on the 800 MHz shared radio network or other means when necessary.
- f. With information provided by UPDNC, maintain an equipment resource file, responsible person’s file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
- g. When requested by UPDNC, notify the appropriate law enforcement agency, fire department or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with Reno Public Safety Dispatch policies.
- h. Reno Public Safety Dispatch will provide information and services related to NCIC/NCJIS inquiries when requested by UPDNC personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
- i. Maintain recordings of all telephone and radio communications pursuant to its internal policies and procedures; provide retrieval at the recipient’s request in accordance with Nevada Public Records laws.

- j. Retain dispatch tapes and related evidentiary material in accordance with Chapter 239 of the Nevada Revised Statutes as it relates to local governments.
 - k. Provide routine “testing” of communications equipment in accordance with City Policies and Procedures.
 - l. Maintain all communication equipment located within the Communications Center to permit transmission of law enforcement complaints, emergency or nonemergency communications to and from UPDNC in compliance with applicable FCC, federal, state and local laws.
7. **DUTIES AND RESPONSIBILITIES OF UPDNC.** The following is a description of the duties of UPDNC in accordance with the terms of this Agreement. UPDNC agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.
- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with Reno Public Safety Dispatch through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
 - b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that UPDNC determines is essential to their operation.
 - c. Notify Reno Public Safety Dispatch of the geographic boundaries of UPDNC’s jurisdiction and advise immediately, in writing, of any changes thereto.
 - d. Ensure that all users of UPDNC services are notified of the proper procedure for making emergency and non-emergency requests for services through Reno Public Safety Dispatch for proper and prompt handling.
8. **PAYMENT TERMS – NOT TO EXCEED AMOUNT.** City agrees to provide the services set forth herein with the total Agreement or installments payable to City each August 1st in an amount determined by the following formula:
- a. The amount equivalent to the percentage of dispatched UPDNC calls for service and radio activity applied to the Public Safety Dispatch Department budget and;
 - b. The amount equivalent to the salary and benefits of one Public Safety Dispatcher as determined by the entry level salary and benefits afforded the classification under Agreement, not including overtime.

For purposes of this Agreement, the figures used for calculation will be based upon the number of UPDNC calls for service as compared to the number of calls for service for the entire Dispatch Center for the fiscal year ending on June 30th preceding the August 1st payment date and the Agreement salary and benefit figures for the fiscal year commencing on the August 1st payment date. Having payment due on

August 1st will allow for proper calculations to be completed and submitted after the June 30th completion date of the fiscal year.

City will provide UPDNC with annual figures used for billing purposes that reflect the calls for services at locations within the former jurisdictions of UNRPD and TMCCPD as of June 30, 2016.

9. **RECORD MAINTENANCE.** City agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. The period of retention shall be set forth by City, dictated by Reno Public Safety Dispatch's 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.

10. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, UPDNC shall indemnify, defend, and hold harmless City 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 UPDNC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. UPDNC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. UPDNC's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, City shall indemnify, defend, and hold harmless UPDNC 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 City or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. City will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. City's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

11. **INSURANCE.** The parties to this Agreement shall 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 Nevada Revised Statutes Chapter 41.
12. **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. City shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to the duties and personnel of Reno Public Safety Dispatch 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.

13. **USE OF EQUIPMENT AND FACILITIES.** All equipment and maintenance of equipment located within Reno Public Safety Dispatch's facility, either radio or telephonic, shall remain the property of City. The facility is for the sole purpose of Reno Public Safety Dispatch and its personnel.

14. **INSPECTION AND AUDIT.**

- a. **Books and Records.** UPDNC agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain by law.
 - b. **Inspection & Audit.** UPDNC agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein shall be subject, at any reasonable time, to inspection, examination, review, audit and copying by City, at any office or location of UPDNC where such records may be found, with or without notice by City, or any of its authorized representatives.
 - c. **Period of Retention.** All books, records reports and statements relevant to this Agreement must be retained for the period of time set forth as required under Nevada law. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
15. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
16. **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.

17. **FORCE MAJEURE.** Neither party shall 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, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, 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.
18. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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 this jurisdiction of the Nevada district courts in the Second Judicial District for enforcement of this Agreement.
24. **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.
25. **NO THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create with respect to the public or any member

thereof a third party beneficiary interest hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages, losses, costs, expenses personal injuries or property damage pursuant to the terms or provisions of this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts and such counterparts may be combined to establish a fully executed document. In addition, a facsimile signature shall be valid for all purposes.
27. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**RECOMMENDED BY:
PUBLIC SAFETY DISPATCH
DEPARTMENT**

By: _____
Cody Shadle, Director

Date: _____

**RECOMMENDED BY:
UNIVERSITY OF NEVADA, RENO
POLICE SERVICES**

By: _____
Eric James, Chief

Date: _____

**APPROVED BY:
CITY OF RENO
ON BEHALF OF
THE RENO PUBLIC SAFETY
DISPATCH DEPARTMENT**

By: _____
Hillary Schieve, Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

**APPROVED BY:
BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION
ON BEHALF OF UNIVERSITY POLICE
DEPARTMENT-NORTHERN
COMMAND**

By: _____
Kara Griffin, Associate Vice
President Business & Finance

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

**APPROVED AS TO
FORM:**

By: _____
Deputy City Attorney

Date: _____

APPROVED AS TO FORM:

By: _____
UNR Office of General Counsel

Date: _____