

**City of Carson City
Agenda Report**

Date Submitted: March 26, 2013

Agenda Date Requested: April 4, 2013
Time Requested: Consent

To: Mayor and Supervisors

From: Carson City Sheriff's Office

Subject Title: For possible action: Acceptance of the Intrastate Interlocal Contract between the State of Nevada, Department of Public Safety, Nevada Highway Patrol and the City of Carson City, Carson City Sheriff's Office. (Sheriff Furlong)

Staff Summary: On February 7, 2013 Sheriff Furlong and Chief Abney briefed members of the Board of Supervisors regarding the Nevada Highway Patrol occupying certain areas of the Carson City Sheriff's Office. This document is the final agreement between the parties and addresses all pertinent issues including the cost of tenant improvements, access to the facility, use of specific areas of the facility and the security of data and data systems.

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to accept the Intrastate Interlocal Contract between the State of Nevada, Department of Public Safety, Nevada Highway Patrol and the City of Carson City, Carson City Sheriff's Office

Explanation for Recommended Board Action: N/A

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No Fiscal Impact.

Explanation of Impact: N/A

Funding Source: N/A

Alternatives:

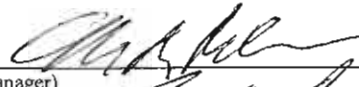
Supporting Material: Intrastate Interlocal Contract Between Public Agencies

Prepared By: Kathie Heath, Business Manager

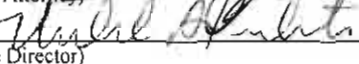
Reviewed By: [Signature]

(Department Head)

Date: 3/26/13



(City Manager)


(District Attorney)


(Finance Director)

Date: 3-26-13
Date: 3/26/13
Date: 3/26/13

Board Action Taken:

Motion: _____

- 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety
Nevada Highway Patrol (NHP)
555 Wright Way
Carson City, Nevada
Phone (775) 684-4469 Fax (775) 684-4967

and

Carson City Sheriff's Office (CCSO)
911 East Musser Street
Carson City, Nevada 89701
Phone (775) 887-2500 Fax (775) 887-2026

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to November 30, 2018, unless sooner terminated by either party as set forth in this Agreement.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract 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 Attachment A, Scope of Cooperative Action.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF COOPERATIVE ACTION

ATTACHMENT B: NHP OFFICE SPACE (Premises) and TENANT IMPROVEMENTS

7. CONSIDERATION. CCSO agrees to provide the services set forth in paragraph (6) at no recurring cost to the other party based on other good and valuable consideration, including but not limited to, the services performed by each under this Agreement, except that NHP shall reimburse CCSO a one-time cost for tenant improvements as described in Attachments A and B not to exceed seven thousand one hundred thirty-five dollars and zero cents (\$7,135.00). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, 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.

11. LIMITED LIABILITY. 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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control,

and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an 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 party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. 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.

20. 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 Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract 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 for enforcement of this Contract.

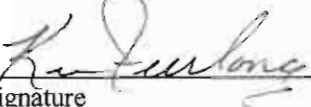
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

This space left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

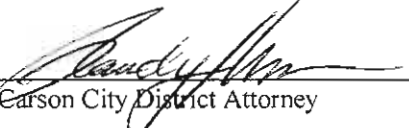
Carson City Sheriff's Office

Public Agency #1

 3/26/13 Sheriff, Carson City
Signature Date Title

Signature Date Mayor, Carson City
Title

Approved as to form by:

 On 3/26/13
Carson City District Attorney Date

ATTEST:

County Clerk

Department of Public Safety, Highway Patrol Division

Public Agency #2

Troy Abney Date Chief, Highway Patrol Division
Title

Mark Teska Date Administrative Services Officer, DPS Director's Office
Title

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
Date

ATTACHMENT A: SCOPE OF COOPERATIVE ACTION

CCSO and NHP mutually desire to make certain property, known as the Carson City Sheriff's Office, available to NHP for use as a field office for NHP ("Premises").

Therefore, the parties agree as follows:

- a. The CCSO will permit NHP to occupy and share the use of the Premises known as the Carson City Sheriff's Office and described as 911 East Musser Street, Carson City, Nevada as a field office for the NHP.
- b. NHP will share space with CCSO. NHP shall confine its primary activities to the specific portion of the property to which space is allocated for NHP (Attachment B). CCSO will allow NHP use of shared amenities including, but not limited to, the fitness center, employee restrooms with lockers, break room, interview rooms, data room, and conference room known as the "Ormsby Room." The access to the Premises shall be allowed free of charge or other fee, with such access and usage being made in compliance with the access procedures established by CCSO for permitting such activities.
- c. The CCSO will maintain the Premises in good condition in accordance with its policies and procedures and shall be responsible for the cost of repairs and/or replacement not the result of NHP operations.
- d. CCSO will furnish all heat and air conditioning systems and shall pay for gas, water, sewer, electricity, janitorial, trash and snow removal.
- e. The CCSO shall permit NHP to use the east parking lot, adjacent to the CCSO building, for parking marked patrol vehicles and privately owned employee vehicles as necessary for use by employees assigned to work at the Premises.
- f. CCSO will allow NHP troopers to use the Carson City Sheriff's Office at any hour, twenty-four hours per day, for the purposes of briefings, report writing and meetings regarding work-related issues.
- g. CCSO will provide access control cards, alarm codes, and building keys and will grant access as necessary for NHP employees assigned to work at the Premises, NHP designated command staff, and state technology staff who support NHP. NHP and state technology staff will be fully responsible for the protection of all CCSO access control cards, alarm codes, and building keys. NHP will notify CCSO when any NHP employee with an access control card, alarm code, or building key resigns, is terminated, or is transferred to another location.

- h. CCSO will allow NHP to add computers, phones, copy machine(s), fax machine(s), and other limited supplies and equipment as needed for its operations. NHP shall be responsible for any costs associated with the installation, maintenance and use of its technology services and equipment.
- i. CCSO will allow state technology staff, who support NHP, access to the data room and will grant permission to integrate with CCSO network for purposes of network connectivity for NHP computers. NHP will ensure access to the data room is coordinated with CCSO in accordance with CCSO's technology policies.
- j. CCSO will allow NHP to install hardware necessary to operate NHP's digital in-car video system (currently provided by L-3 Communications) on the building exterior, including but not limited to receiver(s) and antenna(e), and in the data room, including but not limited to server(s), router(s), switch(es) and cabling.
- k. CCSO will arrange for tenant improvements to the Premises necessary to accommodate NHP's operations. The tenant improvements are mutually agreed upon and described in Attachment B. NHP shall reimburse CCSO for the costs of the tenant improvements, as described in Attachment B, within forty-five (45) days of completion and acceptance by NHP of the tenant improvements and receipt of request for payment from CCSO.
- l. Upon prior approval from CCSO of any work being performed which may have an impact on the Premises, NHP shall be responsible for any and all costs associated with the installation, maintenance and use of any other services or equipment in connection with its operations on the Premises.
- m. NHP shall obtain approval from CCSO prior to installing and/or maintaining services or equipment or other personal property to assure CCSO that installation or maintenance will be performed with minimal disturbance.
- n. Any damage to the CCSO facility or property caused by NHP operations shall be repaired and/or replaced by NHP in a timely manner. CCSO shall be reimbursed by NHP for the actual cost of repairs and/or replacement incurred as a result of NHP operations in the event that NHP fails to repair and/or replace in a timely manner.
- o. The Premises shall be restored at the end of NHP's operation to a condition equal to the condition at the time of entrance to the Premises, less ordinary wear and tear.
- p. Upon termination or the end of operations, NHP will remove its equipment in a time frame that is acceptable to both parties.
- q. Each agency will be responsible for ensuring that its respective employees are sufficiently certified to view, modify, or otherwise use data which may be housed in an electronic form. It is the responsibility of each agency to safeguard the privacy of its own data.

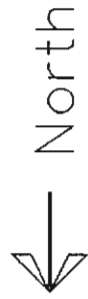
- r. NHP personnel shall not act in any manner that will unreasonably cause disruption to the peace and quiet of CCSO employees.
- s. This Agreement shall be reviewed by CCSO and NHP annually to determine whether a continuation of this Agreement is warranted or if any revisions are necessary.
- t. Each party will assume its own costs associated with the performance of this Agreement.
- u. All written notices required under this Agreement shall be delivered to the following:

CCSO: Carson City Sheriff's Office
Attn: Sheriff
911 East Musser Street
Carson City, Nevada 89701
Telephone: (775) 887 – 2500; Fax: (775) 887 – 2026

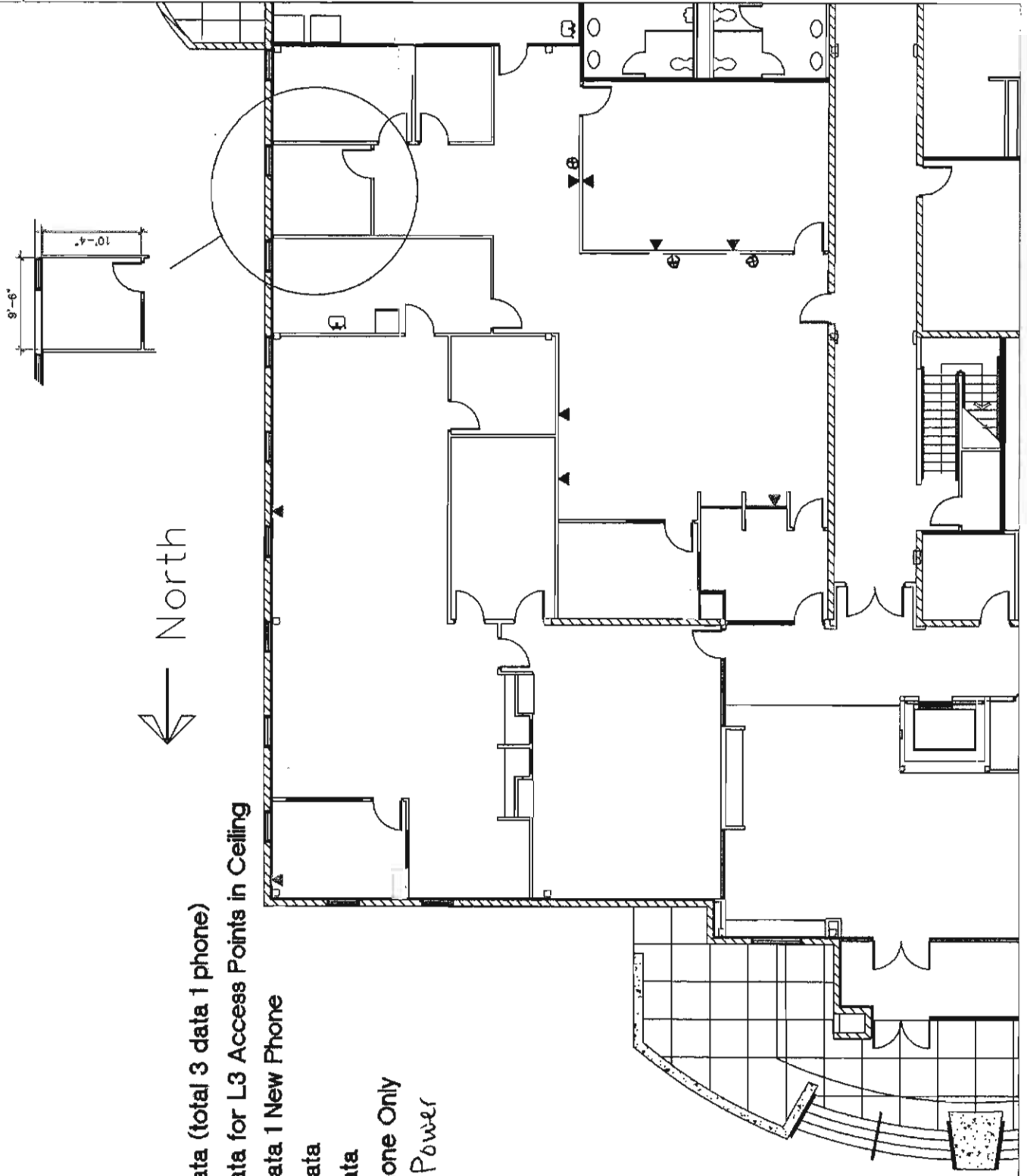
NHP: Department of Public Safety, Director's Office
Attn: Contracts Manager
555 Wright Way
Carson City, Nevada 89711
Telephone: (775) 684 – 4698; Fax: (775) 684 – 4809

With a copy to: Nevada Highway Patrol
Northern Command West
Attn: Major
357 Hammill Lane
Reno, Nevada 89511
Telephone: (775) 688 – 2500; Fax: (775) 688 – 2772

ATTACHMENT B



- ⌘ Add 1 Data (total 3 data 1 phone)
- ⌘ 1 New Data for L3 Access Points in Ceiling
- 2 New Data 1 New Phone
- ⌘ 2 New Data
- ⌘ 1 New Data
- ⌘ 1 New Phone Only
- ⊕ 4 New Power



QUOTE

Date: 2/27/2013
Quote # [100]

Facilities Maintenance
3303 Butti Way # 9
Carson City, NV 89701
(775) 887-2262
Fax (775) 997-2145
bkeith@carson.org

T, Kathie Heath
Carson City Sheriff's Dept
911 E. Musser St
Carson City, NV 89701
[Phone]
Customer ID CCSO

Job Sheriff's Admin. - NHP Remodel

Qty	Description	Unit Price	Line Total
1	Wall addition	500.00	500.00
1	Door	945.00	945.00
1	Windows (4x4)	350.00	350.00
1	Electrical (Includes multiple drops)	500.00	500.00
1	Re-key and combined cores	75.00	75.00
1	Permit Fee	65.00	65.00
1	Card Access (Data Closet)	1,500.00	1,500.00
80	Labor (2 staff at 40 hours each, \$75.00 per hour)		
	Labor and card access not included in total		
	Excludes data to be quoted and performed by others		
Subtotal			\$3,935.00
Sales Tax			
Total			\$3,935.00



Carson City Facilities Division

All quoted work to be done by Facilities Maintenance

Thank you for your business!

• Pacific States Communications •

4750 Longley Lane - Suite # 102 • Reno, Nevada 89502 • 775/828-2020 • Fax: 775/828-2029

⇒ www.psc-reno.com ⇐

March 7, 2013

Eric Von Schimmelmann / IT Dept.
Carson City
201 North Carson Street, Suite #7
Carson City, NV 89701
887-2160 / fax 887-2288 / evonschimmelmann@carconcity.org

Hello Eric;

Here is the revised cable quote for the County Sheriff's Office at 911 Musser in Carson City.

- The NHP will take over a section of the first floor at the Sheriff's office.
- Voice and data cabling will be required before their occupancy. All Cable will be Cat-6.
- Existing patch panels in com room #151 has available ports to land the new data cable.
- Fourteen data cables and three phone cables will be pulled from the com room to the new NHP offices.
- Seven new faceplate locations and two access points will be added.
- Upon completion the new cables will be tested and labeled.
- Fire wall penetrations in the main hall that we create will be sleeved with proper fire sleeves and fire caulked. The main hall is an exit fire corridor with at least a 1 hour fire rating that will be maintained.
- **Materials and Labor**
 - 2,550' 4-Pair Cat-5e Plenum Data Cable
 - 14 Cat-5e RJ-45 Data Insert
 - 3 Phone Insert
 - 7 Modular Faceplate
 - 1 lot Fire Penetrations and Caulking for main fire corridor
 - 1 Documentation
 - 1 lot Miscellaneous Hardware and Material
 - 1 lot Hours Labor – Installation, Termination and Testing

Total Estimated Price for Cabling: \$3,200 plus applicable tax.

It is possible that unanticipated circumstances may be encountered during this work that could result in additional charges for parts and/or labor.

The above quote is for the installation of the network and phone cabling.

To approve of this work sign below and fax to 284-2681. Also provide a purchase order number.

If you need more information, or wish to change the scope of work, call me at 284-4123.

Thank You

Dave Fahrney / Data Manager

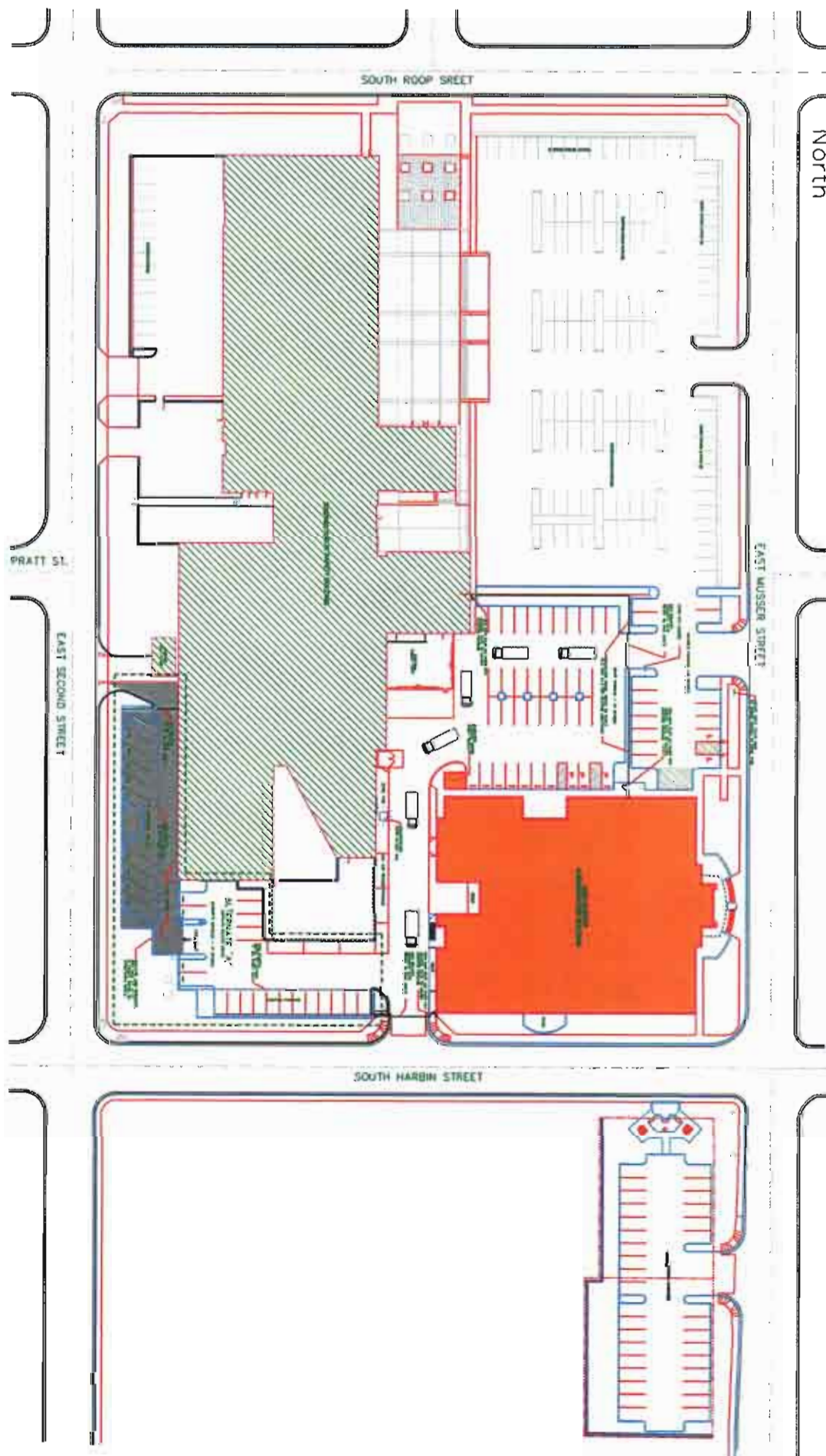
Customer approval of above work _____

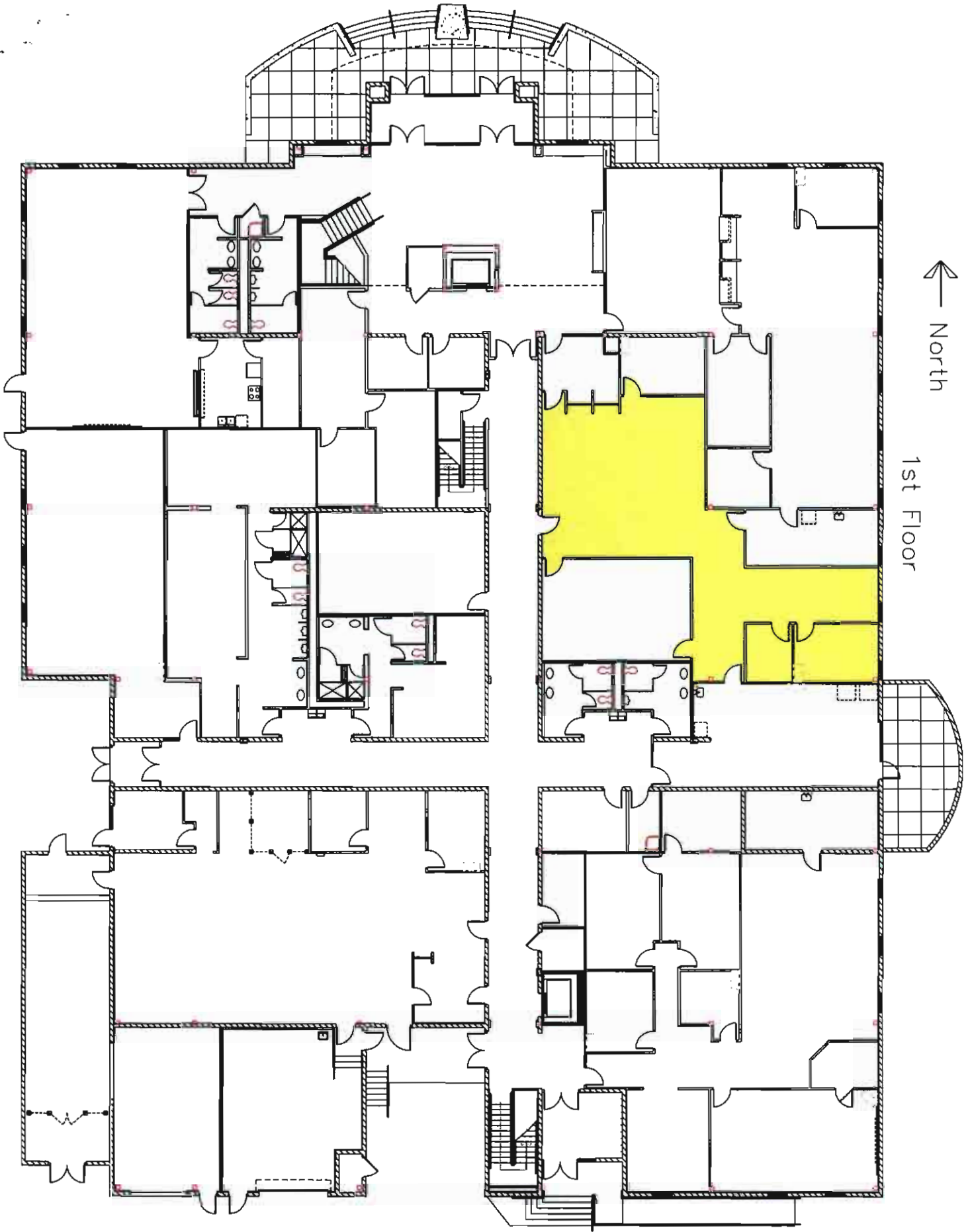


911 E Musser St Carson City NV 89701 USA



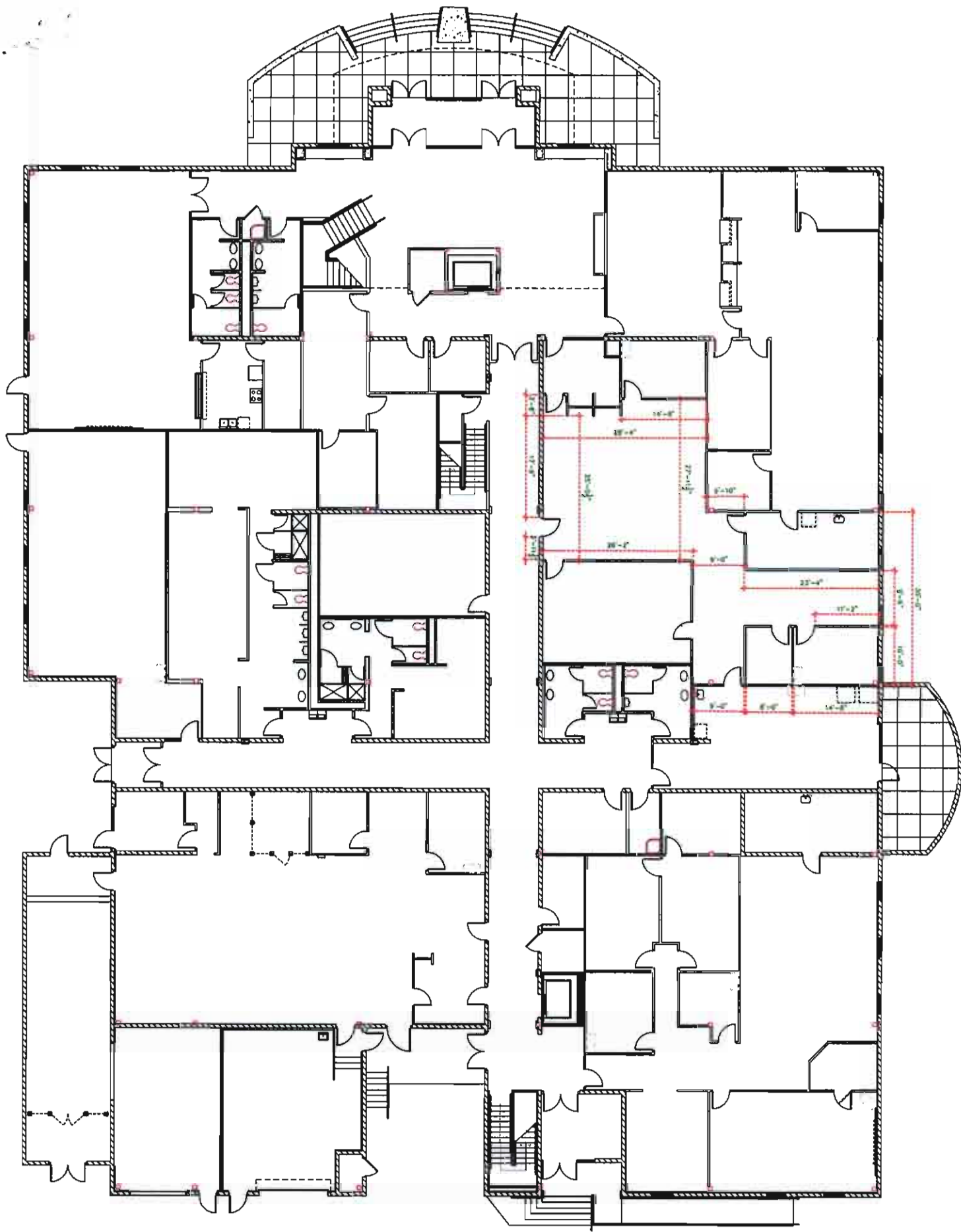
North

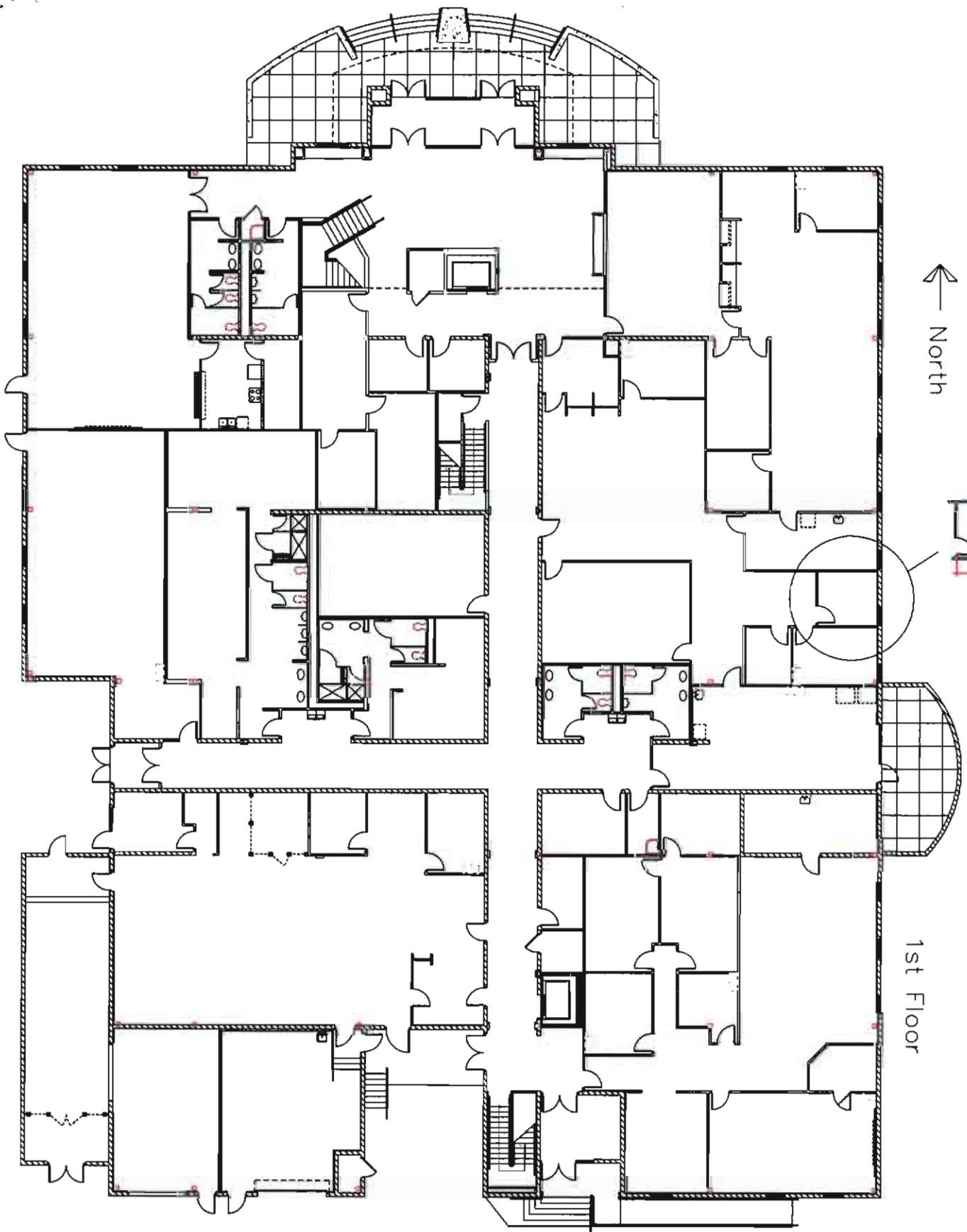




North

1st Floor





North



1st Floor