



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 21, 2019

Staff Contact: Jerome Tushbant (Jtushbant@carson.org)

Agenda Title: For Possible Action: To take possible action regarding approval of the Interlocal Agreement for operational support between the Carson City Sheriff's Office and the University of Nevada, Reno Police Services. (Jerome Tushbant, Jtushbant@carson.org)

Staff Summary: The University of Nevada, Reno, Police Services will begin staffing full time officers at the Western Nevada College, in cooperation with and under the operational umbrella of the Carson City Sheriff's Office. As approved by the Board of Regents, this added law enforcement presence at the local college is expected to occur on or about July 1, 2019.

Agenda Action: Formal Action / Motion **Time Requested:** 5 Minutes

Proposed Motion

I move to approve the Interlocal Agreement.

Board's Strategic Goal

Safety

Previous Action

January 17, 2019 - Discussion regarding the proposed interlocal agreement before the Board of Supervisors.

Background/Issues & Analysis

Effective on or about July 1, 2019, the University of Nevada, Reno, Police Department will be assuming law enforcement services at the Western Nevada College campus. This agreement will allow for inter-agency cooperation, operational support, mutual aid, emergency coordination, training, and information sharing between the two agencies. This agreement is in the best interest of all parties.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, NRS 396.325

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the agreement.

Attachments:

[Untitled_02012019_103627.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT
BETWEEN
CARSON CITY
ON BEHALF OF THE CARSON CITY SHERIFF'S OFFICE

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES

FOR OPERATIONAL SUPPORT

This agreement (hereinafter referred to as "Agreement") is executed and entered into this ___ day of _____, 2018, by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Reno Police Services, a statutory office of the State of Nevada ("UNRPD"), and Carson City ("City") on behalf of the Carson City Sheriff's Office (the "CCSO"), hereinafter individually referred to from time to time as "Party" or collectively as "Parties."

WHEREAS, the City, on behalf of CCSO, and NSHE, on behalf of UNRPD, are authorized under NRS 277.180 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 Agreement is authorized by law to perform;

WHEREAS, the Board of Regents is authorized pursuant to NRS 396.325 to authorize UNRPD to enter into such an interlocal agreement with other law enforcement agencies, such as CCSO, to provide for the rendering of mutual aid;

WHEREAS, UNRPD is authorized by law to provide law enforcement services on NSHE property and wishes to provide those services on the campus of Western Nevada College ("WNC"), located in Carson City and elsewhere in the City, as described by this Agreement, for the purpose of rendering mutual aid;

WHEREAS, UNRPD requires certain operational support to perform its law enforcement duties in the rendering of mutual aid in the City;

WHEREAS, CCSO possesses extensive resources for law enforcement services and has agreed to make such operational support available to UNRPD for the performance of law enforcement duties related to the rendering of mutual aid by UNRPD; and

WHEREAS, it is deemed that the operational support and other services that may be provided by CCSO hereinafter set forth are both necessary to UNRPD and in the best interests of both Parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement becomes effective upon approval by official action of the governing body of each Party and the last authorized signature is affixed hereto.
2. **TERM OF AGREEMENT.** This Agreement is effective for one (1) year from the effective date and shall automatically renew for additional one (1) year terms on the same terms and conditions contained herein, unless terminated earlier in accordance with Section 3 of this Agreement.
3. **TERMINATION.** This Agreement may be terminated by either Party with or without cause by providing not less than ninety (90) days' written notice to the other Party.
4. **MODIFICATION OF AGREEMENT.** The Parties may mutually agree to modify the terms of this Agreement. Such modification must be made in writing and signed by the Parties with the proper authorization and authority. Additionally:
 - A. If either Party determines that a modification to this Agreement is necessary or desired, the determining Party must notify the other Party in writing of the requested modification.
 - B. Both Parties are individually responsible for contacting their respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - C. When both Parties and their counsel have agreed to the recommended changes, CCSO will obtain the necessary approvals and signatures from the City and provide the finalized document to NSHE for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement must 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:

Carson City Sheriff's Office
Attn: Sheriff
911 Musser St.
Carson City, NV 89701

University of Nevada, Reno Police Services
Attn: Assistant Vice President & Director
1664 North Virginia M/S 250
Reno, NV 89557-0059

University of Nevada, Reno
Attn: General Counsel
1664 North Virginia Street, Mail Stop 550
Reno, Nevada 89557

6. **OPERATIONAL SUPPORT.** CCSO and UNRPD agree to the provision of operational support functions in the manner described below.

I. COMMUNICATIONS

CCSO agrees to:

- a. Receive, process and dispatch “9-1-1 emergency” calls for and to UNRPD whenever such calls fall under the law enforcement jurisdiction of UNRPD (“UNRPD Jurisdiction”);
- b. Receive, process and dispatch non-emergency calls for and to the UNRPD Jurisdiction.
- c. Conduct dispatch operations 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 CCSO policies and procedures.
- e. Receive, process, relay and respond to radio transmissions from and to all UNRPD personnel on the CCSO radio system or by other means when necessary or appropriate.
- f. With information provided by UNRPD, 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 UNRPD, notify the appropriate law enforcement agency, fire department or emergency medical service to provide assistance, if available. All notifications must be made in accordance with CCSO policies and procedures.
- h. Provide information and services related to NCIC/NCJIS inquiries when requested by UNRPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
- i. Maintain recordings of all telephone and radio communications and 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 public records retention requirements pursuant to NRS Chapter 239.
- k. Provide routine testing of communications equipment in accordance with CCSO 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 UNRPD in compliance with applicable federal, state and local laws and regulations.
- m. Provide service to UNRPD regarding confirmation and entry of wants, warrants, any prior DUI convictions, NCIC OR NCJIS hits, such as those related to stolen vehicles, stolen guns and DONS notifications. CCSO will answer all inquiries that may require information from any and all systems listed below as deemed necessary to obtain the information pertinent to the inquiry: Nevada Criminal Justice Information System (NCJIS), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunications System (NLETS), the Driver's License and Vehicle Registration Files (DMVI) and the Tiburon database.

II. RECORDS

The Parties agree to the following:

- a. UNRPD shall maintain any and all individual files that that are not otherwise subject to the terms of this Agreement.
- b. UNRPD shall operate under the protocols used in the Records and Identification Division at CCSO. UNRPD shall ensure that users of its services are properly notified of the changes in operations to the Records and Identification Division at CCSO and shall ensure that requests are properly routed to the Records and Identification Division at CCSO.
- c. CCSO shall allow approved UNRPD personnel to access CCSO Registration Files (DMVI) and the CCSO Tiburon database during the term of this Agreement, and such access and support for access will be provided by CCSO 24 hours each day, seven days each week.
- d. CCSO will abide by all State and Federal Laws and any regulations adopted thereto, including existing policies and procedures, and any subsequent rules, policies, procedures, laws or regulations which are approved by the NCJIS, NCIC, NLETS, and DMVI Advisory Boards to the extent that they are applicable to the information provided under this Agreement. UNRPD agrees to an audit if deemed necessary or if allegations of misuse or possible misuse occur.
- e. The access, provision or exchange of criminal history information is for Criminal Justice purposes only. This includes criminal history record information (CHRI) from NCJIS, NCIC III, or NLETS.
- f. UNRPD will abide by, whenever applicable, the confidentiality and security provisions of the CJIS Security Policy, version 5.6, 6/5/2017, NCJIS Administrative Policies, NRS Chapter 179A, the NCIC Operating Manual, the July 20, 1998 NCIC Security Policy, and any DMV policies, as such provisions, policies and statutes may be amended.
- g. UNRPD will limit the use of any information received from NCJIS, NCIC, NLETS, and DMV to the purpose for which it was provided and will destroy any and all hardcopies in a secure manner, through shredding, burning or

other appropriate means, when the information is no longer needed for the purpose for which it was provided. Release of any hardcopies to any unauthorized source, including towing companies, is strictly prohibited.

- h. UNRPD will not disseminate any information received from NCJIS, NCIC, NLETS, or DMV to any other agency, or any unauthorized person or source.
- i. UNRPD will implement reasonable procedures to protect NCJIS, NCIC, NLETS, and DMV information from unauthorized access, alteration or destruction.
- j. UNRPD TAC will provide to the CCSO TAC notification, via E-mail or memorandum, current list of all UNRPD employees who are currently JLINK certified and have current CJIS Security Awareness training. UNRPD will further update the list and provide updated notification at least monthly, or more often as may be necessary if immediate changes are implemented.

III. TIBURON

CCSO agrees to:

- a. Provide UNRPD access to Tiburon for report-writing and investigative use.
- b. Provide UNRPD officers, supervisors and identified records personnel access to Tiburon.
- c. Maintain in the regular course of business all records generated by UNRPD in Tiburon and provide copies of case files to UNRPD upon request.
- d. Require all UNRPD employees subject to the purpose of this Agreement to sign a Tiburon Public Safety Software Confidentiality Statement with CCSO.

IV. EVIDENCE STORAGE

CCSO agrees to:

- a. Store and maintain all evidence collected by UNRPD which relate to a crime or investigation, in accordance with CCSO policies and procedures.
- b. Make available all evidence collected by UNRPD for review, prosecution or destruction in accordance with CCSO policies and procedures.
- c. Provide access to the CCSO incinerator for evidence destruction in accordance with CCSO policies and procedures.

V. CRIME SCENE INVESTIGATION

CCSO agrees to:

- a. Provide available Forensic Specialists to a UNRPD crime scene if requested by a UNRPD supervisor for the purpose of analyzing or processing the scene.

- b. At its sole discretion, request assistance from the Washoe County Sheriff's Department Forensic Investigation Section (FIS), if deemed necessary as the result of insufficient staffing or a conflict of interest arising from any incident involving CCSO personnel.

VI. CRIME LAB

CCSO agrees to:

- a. Process for results, within the capability of the crime lab, forensic evidence collected.
- b. Transfer forensic evidence outside of the capability of the crime lab to the Washoe County Sheriff's Department Crime Lab.

VII. DETENTION

CCSO agrees to:

- a. Allow UNRPD to bring arrestees to the CCSO Detention Facility to be housed on criminal charges in accordance with CCSO policies and procedures for the CCSO Detention Facility.

VIII. ACCESS TO THE SHERIFF'S OFFICE

CCSO agrees to:

- a. Provide UNRPD personnel, who have been authorized by the Sheriff and UNRPD Assistant Vice President & Director, access to the Sheriff's Office through a properly issued CCSO ID card.
- b. Provide two (2) secured parking spots for marked UNRPD police vehicles.
- c. Provide UNRPD personnel access to locker rooms and the gymnasium.

IX. MUTUAL AID AND EXTENSION OF JURISDICTION

CCSO agrees that UNRPD peace officers may exercise their powers and authority:

- A. On any public street that is adjacent to property owned by NSHE;
 - i. On any property that is consistently used by an organization whose recognition by an institution of NSHE is a necessary condition for its continued operation;
 - ii. On any property that is rented or leased by NSHE or its institutions for an event that is approved by NSHE;
 - iii. During the course of providing mutual assistance as described by this Agreement and "Exhibit A," attached hereto and expressly made a part of this Agreement by this reference;
 - iv. When dispatched or requested to assist CCSO;

- v. To apprehend any person whom a UNRPD peace officer observes committing a felony;
- vi. To go to the aid of or to protect any person observed by a UNRPD peace officer as the victim of a crime or accident;
- vii. To protect any property observed by a UNRPD peace officer to be in immediate danger of damage or destruction; and
- viii. To stop, cite or take into custody any operator of a motor vehicle who is observed by a UNRPD peace officer to be driving a vehicle in any dangerous or reckless manner contrary to the traffic laws of the State of Nevada.

7. **RECORD MAINTENANCE.** CCSO 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 CCSO, dictated by CCSO policies and procedures, in accordance to the applicable Nevada Local Government Retention Schedule. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relating to the daily and annual operations of CCSO as they kept in the regular course of business.

8. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION.** UNRPD shall indemnify, defend, and hold harmless CCSO from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by UNRPD or any of its officers, employees, agents or elected or appointed officials, which may occur during or which may arise out of the performance of this Agreement. UNRPD will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. UNRPD'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, and UNRPD expressly does not waive and intends to assert any and all immunities under NRS Chapter 41.

CCSO shall indemnify, defend, and hold harmless UNRPD from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by CCSO or any of its officers, employees, agents or elected or appointed officials, which may occur during or which may arise out of the performance of this Agreement. CCSO will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. CCSO'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, and CCSO expressly does not waive and intends to assert any and all immunities under NRS Chapter 41.

9. **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 NRS Chapter 41.
10. **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. CCSO 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.
11. **USE OF EQUIPMENT AND FACILITIES.** All equipment located within CCSO facility, either radio or telephonic, shall remain the property of CCSO. The facility is for the sole purpose of CCSO and its personnel. UNRPD personnel are provided with authorized access only, as may be provided in accordance with this Agreement.
12. **INSPECTION AND AUDIT.**
- a. **Books and Records.** UNRPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to be maintained by law.
 - b. **Inspection & Audit.** UNRPD agrees that the relevant books, records, including, without limitation, written, electronic or computer-related records, and which may also include, without limitation, documentation related to the terms herein, shall be subject, at any reasonable time, to inspection, examination, review, audit and copying by CCSO, at any office or location of UNRPD where such records may be found, with or without notice by CCSO, 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. The applicable period of retention must be extended when an audit is scheduled or in progress for such time as may be reasonably necessary to complete the audit or to complete any administrative proceeding or litigation which may ensue.
13. **BREACH; REMEDIES.** The 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, without limitation, actual damages reasonable attorneys' fees and costs.

14. **WAIVER OF BREACH.** The failure by a Party to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms shall not operate as a waiver by the Party of any of its rights or remedies as to any other breach.
15. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if the Party is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts 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.
16. **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.
17. **ASSIGNMENT.** Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
18. **PUBLIC RECORDS:** Pursuant to NRS 239.010 and any amendments thereto, 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.
19. **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.
20. **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.
21. **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 First Judicial District for enforcement of this Agreement.

- 22. **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.
- 23. **NO THIRD-PARTY BENEFICIARY.** It is specifically agreed between the Parties 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.
- 24. **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.
- 25. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the Parties and as such is 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, approved by the Carson City Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2019.

**CARSON CITY BOARD OF SUPERVISORS
ON BEHALF OF CARSON CITY SHERIFF**

**BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF
NEVADA-RENO**

BY: _____

BY:

Crystal Abba

Dr. Thom Reilly, Chancellor Crystal Abba
for Thom Reilly

DATE: _____

DATE:

1-8-19

ATTEST:

BY: _____
City Clerk

DATE: _____

UNIVERSITY OF NEVADA, RENO

BY: Marc Johnson
Marc Johnson, President

DATE: 1-2-19

SHERIFF

BY: _____

NAME: _____
Kenneth T. Furlong

DATE: _____

UNRPD ASSISTANT VICE PRESIDENT & DIRECTOR

BY: Adam Garcia

NAME: Adam Garcia
Adam Garcia

DATE: 12-18-18

APPROVED AS TO FORM:

BY: _____

NAME: _____
Deputy District Attorney

DATE: _____

APPROVED AS TO FORM:

BY: Gary Cardinal

NAME: Gary Cardinal
Legal Counsel, UNR

DATE: 12-20-18

EXHIBIT "A"

SCOPE OF SERVICES

LIMITED PERSONNEL AND EQUIPMENT UNIVERSITY POLICE DEPARTMENT WILL PROVIDE TO CARSON CITY SHERIFF'S OFFICE FOR MUTUAL AID

1. UNRPD will respond to calls for service upon request of a CCSO supervisor or dispatched by CCSO Dispatch dependent upon availability, staffing and call volume.
2. UNRPD will make available the UNRPD's transport/prisoner vehicle upon request, dependent upon availability.
3. UNRPD will make available motor units upon request, dependent upon availability.
4. UNRPD will provide UNRPD's EOD K-9 and handler upon request through the Regional Bomb Squad, or in exigent circumstances upon request of a CCSO supervisor or dispatched by CCSO Dispatch, dependent upon availability.
5. UNRPD will fulfill any other request made by CCSO, including, without limitation, a request for equipment, assistance, service or personnel, if the request is made by the CCSO Sheriff to the UNRPD Assistant Vice President & Director or, in exigent circumstances, by a CCSO supervisor or dispatched by CCSO Dispatch, dependent upon availability, staffing and call volume.