



## STAFF REPORT

**Report To:** Board of Supervisors      **Meeting Date:** February 20, 2020

**Staff Contact:** Ken Furlong, Sheriff

**Agenda Title:** For Discussion Only: Presentation and discussion of a proposed agreement between the Carson City School District and Carson City continuing the School Resource Officers (SRO) Program at the School District, and through which the City and the School District will split the personnel costs of three SROs, approximately \$430,438.81 for FY 2021. (Ken Furlong, KFurlong@Carson.org and Ann Cyr, acyr@carson.k12.nv.us)

Staff Summary: Over the past several years, the Carson City Sheriff's Office (CCSO) has provided SROs to the School District as part of a grant program. The SRO Program has been successful at reducing crime in the School District's schools, but the grant has expired. This agreement continues the SRO Program, reestablishing and clarifying the working relationship between, and the respective duties of, the City, CCSO, and School District. The agreement provides that the City and the School District will split the personnel costs of the first three SROs and may agree to fund, or find funding for additional SROs. The School District has previously obtained grant funding for two additional SROs.

**Agenda Action:** Other / Presentation

**Time Requested:** 15 minutes

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### **Proposed Motion**

N/A

### **Board's Strategic Goal**

Safety

### **Previous Action**

N/A

### **Background/Issues & Analysis**

This agreement between the Carson City School District and Carson City provides that the CCSO will continue a School Resource Officers (SRO) Program at the School District's schools. Over the past several years, the CCSO has provided SROs to the School District as part of a grant program. The SRO Program has been successful at reducing crime in the School District's schools and the community at large, but the grant has expired. This agreement continues the SRO Program. It clarifies the duties and responsibilities of the Carson City, the CCSO, and the School District; addresses the SRO's selection, training, and responsibilities; provides for measures for the SRO Program effectiveness; details information sharing in accordance with federal law; and addresses funding for the positions.

The agreement provides that the City and the School District will split the actual personnel costs of the first three SRO positions and may agree to fund, or find funding for, additional SRO positions. Splitting the actual personnel cost of the SRO positions is different from the prior cost provisions of the SRO program under the

Cops in Schools Grant, which provided for reimbursement of the three most recent Deputies hired. The actual personnel cost of the first three SRO positions is estimated to be \$430,438.81 for FY 2021, which under this agreement would be split evenly between the City and the School District (\$215,219.40 for FY 2021). It is anticipated that this cost will increase approximately 3 to 4 percent per year, subject to wider variation in the case of personnel changes, new collective bargaining agreements, and other variables.

The City and School District will also each be responsible for their respective additional costs incurred in implementing the SRO Program. For the City, these costs include, but are not limited to vehicles, computers, and equipment. At present vehicles and equipment are already provided to the SROs for their use, and it is not necessary to purchase new vehicles or equipment. Ongoing maintenance costs, for vehicles, or replacement costs, for equipment, will be absorbed into the existing CCSO budget, for FY 2020, or addressed in the proposed CCSO budgets for FY 2021 and following years. The City and School District have agreed to work together to supply computers to the SROs, which may come from the City, the School District, or both, depending on how IT compatibility issues are addressed.

As mentioned, the City and School District may agree to fund additional SRO positions, and there are currently an additional two SRO positions, a Sergeant and a Deputy position, that are being funded by the School Safety Grant obtained by the School District. This grant provides \$626,160.05 in funding for two additional SRO positions, one Sergeant and one Deputy position, and the School District has entered into an agreement with the CCSO to supply officers for those positions, which agreement is attached to the Master SRO Program Agreement as Exhibit B. Unless otherwise agreed in the future, the additional Sergeant and Deputy positions are dependent on grant funding.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** G200520001 COPS IN SCHOOLS  
Grant Fund

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The actual personnel cost of the three SROs is being split evenly between the City and the School District. The actual cost of three SROs is estimated to be \$430,438.81 for FY 2021, which split evenly would be \$215,219.40 for FY 2021. The City's portion will be covered by a transfer in from the General Fund.

The City and School District will also each be responsible for their respective additional costs incurred in implementing the SRO Program. For the City, these costs include, but are not limited to vehicles, computers, and equipment. At present vehicles and equipment are already provided to the SROs for their use, and it is not necessary to purchase new vehicles or equipment. Ongoing maintenance costs, for vehicles, or replacement costs, for equipment, is included in the CCSO's annual budget and will continue to be addressed in the proposed CCSO budgets for FY 2021 and following years. The City and School District have agreed to work together to supply computers to the SROs, which may come from the City, the School District, or both, depending on how IT compatibility issues are addressed.

**Alternatives**

**Attachments:**

[Interlocal SRO Agreement v4 w Exhibit B.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

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\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## **MASTER SRO INTERLOCAL AGREEMENT**

This Agreement (“Agreement”) is entered into by and between the Carson City School District (“School District”) and Carson City (“City”) for the School Resource Officer (“SRO”) Program. School District and City may be individually referred to as “Party” and collectively referred to as “Parties.”

### **RECITALS**

WHEREAS, School District and City, through the Carson City Sheriff’s Office (“CCSO”), have worked together to establish an SRO Program in School District schools; and

WHEREAS, School District, City, and CCSO agree that the SRO Program benefits the School District’s schools and the youth of Carson City, and School District, City, and CCSO desire to continue the SRO Program and to set forth the duties and responsibilities of each of the Parties with regard to the SRO Program; and

WHEREAS, the existing responsibilities and obligations of the Parties for the funding and operation for the SRO Program are stated in the 2015-2018 Memorandum of Understanding between the City and the School District, and the Parties desire and intend hereby to restate their responsibilities and obligations; and

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;

### **AGREEMENT**

NOW, THEREFORE in consideration of the mutual covenants contained herein, the Parties mutually agree as follows:

1. Mission of SRO Program, Goals, and Objectives. This Agreement governs the Parties’ implementation and operation of the SRO Program, defines specific duties and responsibilities, and establishes a protocol for exchanging information and addressing matters cooperatively. The primary goal of this program is to achieve greater physical and psychological security and safety for students and employees within School District through a balanced approach of education, enforcement, and community relationships.

SRO Program objectives include reducing the number of incidences of violence and weapons on or at school property, and reducing truancy occurrence rates and juvenile arrests community-wide.

2. City and CCSO Responsibilities and Obligations. The City's responsibilities hereunder are delegated to CCSO and include, but are not limited to, the following.

A. CCSO shall select SROs as provided in Section 5.

B. CCSO shall provide the selected SROs with all necessary specialized training to enable the SROs to operate as SROs, as provided in Section 5.

C. CCSO, through the SROs and any other appropriate responders, shall respond to all major criminal incidents that occur on school property and exercise law enforcement jurisdiction over such incidents. Whenever possible, CCSO or an SRO shall notify the principal or other appropriate School District personnel when responding to a criminal incident on School District property. CCSO's response, shall, to the greatest extent possible, minimize disruption to the school day and classroom instruction.

D. CCSO will comply with the provisions of CCSO Policy 370—School Resource Officer, as may be amended.

3. School District Responsibilities and Obligations. School District responsibilities include, but are not limited to, the following.

A. School District shall provide each SRO with private, furnished office space at the assigned school campus that can be secured and is reasonably acceptable to the Sheriff's Office.

B. School District shall provide two-way radios for the SRO's use in contacting School District administrators.

C. School District shall provide each SRO with opportunities to address students, teachers, administrators, and parents about the SRO Program goals and objectives.

D. School District shall notify an SRO of suspected illegal activity as soon as possible.

E. If requested by an SRO or CCSO, School District shall provide appropriate assistance to the SRO and CCSO in responding to an incident that occurs on School District property.

F. School District shall address all student disciplinary matters that do not implicate criminal/juvenile laws.

4. City, CCSO, and School District Collaboration.

A. City and School District will cooperate to provide each SRO with one or more computers enabling an SRO to access the City's and the School District's computer systems and any necessary files or programs on their respective systems. City and School District may limit the SROs access to those portions of their respective computer systems that are necessary for the SROs to perform their duties.

B. The Parties will work cooperatively with each other to maximize the effectiveness of the SRO Program and to make any needed adjustments to the SRO Program throughout the duration of this Agreement.

C. The Parties agree to review this Agreement and the performance of the SRO Program after the end of each school year.

D. The Parties agree to jointly discuss SRO performance issues or actions impacting the School District. CCSO shall have sole and final determination of any corrective discipline given to an SRO.

E. The Parties will assist each other in providing information regarding any grant activities which may be required as a condition of a grant, or in compiling any statistics as specified in the grant application.

F. The Party receiving any grant funding for the SRO Program shall be responsible for the financial management of the grant, including submitting financial reports to the granting agency.

G. The SROs and the Parties will collect and provide data related to school safety to help monitor progress toward achieving safe schools.

5. Selection and Training of SROs.

A. CCSO shall select officers as SROs. The officers may be existing members of CCSO or new hires, but must have at least three years of law enforcement experience. The hiring/selection/appointment process shall be conducted according to standard CCSO procedures for SROs.

B. CCSO shall provide the SROs with all necessary specialized training. CCSO will make reasonable efforts to send an SRO to complete the NASRO Basic SRO Course within first year of being assigned as an SRO. CCSO will make reasonable efforts send an SRO to the NASRO Advanced SRO Training Course between the SROs second and fourth years of serving as an SRO.

C. School District shall provide the SROs with all necessary specialized training within the School District's expertise. Such training may include, but is not limited to training in schools discipline policy, FERPA, working with students with special needs, and any school-utilized behavioral intervention program.

D. School District may provide feedback on an SRO's performance to the CCSO Operations Division Manager. CCSO shall consider such feedback when conducting an SRO's annual review.

6. SRO Responsibilities and the SRO Program

A. The SROs are fulltime, sworn, uniformed law enforcement officers employed by the CCSO and trained to police and respond to incidents at School District. SROs are bound by the provisions of the appropriate collective bargaining agreement and will be supervised, evaluated, and directed by CCSO management. SROs shall be responsible for carrying out all duties of a law enforcement officer and shall at all times remain under the control of CCSO through the CCSO chain of command.

B. The SROs shall be assigned to designated School District campuses as mutually agreed in order to allow for maximum efficiency in the use of resources and provision of services.

C. SROs shall respond to all criminal incidents that occur on School District property and exercise law enforcement jurisdiction over such incidents. Whenever possible, an SRO shall notify the principal or other appropriate School District personnel when responding to an incident on School District property. An SRO's response, shall, to the greatest extent possible, minimize disruption to the school day and classroom instruction. An SRO shall notify the SRO sergeant and the principal of any affected school of any incident involving any use of force on school district property.

D. If requested, SROs shall respond to reports of unauthorized persons on School District property.

E. SROs shall not address student disciplinary matters that do not implicate criminal/juvenile laws.

F. SROs shall be in uniform as directed by CCSO and shall perform their duties when school is in session. SRO work hours may be modified during the period of time when school is not in session to accommodate the needs of the Program.

G. The appropriate principal and/or other School District personnel shall be notified whenever possible if the SRO will be off campus during regular school hours for an extended period of time.

H. SROs will maintain a high level of visibility on campus during the regular school day by attending school activities and other school and community programs.

I. SROs will meet regularly with students, parents, teachers, principals, and other School District administrators to discuss any issues or concerns.

J. Reasonable attempts will be made to schedule in-service training in a manner that minimizes the SRO's absence from school on an instructional day.

K. SRO duties shall not be backfilled by other law enforcement personnel, unless trained as an SRO.

L. SROs will be available to School District personnel as an educational resource in understanding the application and enforcement of criminal laws, and to assist with emergency preparedness and safety awareness, including lock-down, shelter-in-place, and evacuation drills.

M. As requested by School District, SROs will deliver law enforcement programs, such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, and gang awareness.

N. SROs shall maintain contact with other CCSO officers that patrol Carson City to share information, coordinate interventions, support gang and other criminal investigations, and to generate discussion of community concerns.

O. SROs will act as liaisons with various community youth services agencies and work with school personnel on student referrals to these agencies.

P. CCSO reserves the right to temporarily remove the SRO in the event additional officers are needed during a critical need or natural disaster.

Q. If an SRO ceases to be an SRO, the SRO shall return to School District all School District provided equipment.

#### 7. SRO Supervision and Chain of Command

A. Management and supervision of the SRO Program and the individual SROs will be the responsibility of the CCSO.

B. SROs will report directly to the SRO Sergeant, who will perform all of the duties of an SRO, oversee the day-to-day operation of the SRO Program, and report directly to the CCSO Operations Division Manager. If an SRO Sergeant position does not exist, the SROs will report directly to the CCSO Sergeant designated to oversee the day-to-day operation of the SRO Program.

C. Overall management and administration of the SRO Program will be the responsibility of the CCSO Operations Division Manager.

#### 8. SRO Program Effectiveness. The effectiveness of the SRO Program will be evaluated by objective measures including, but not limited to, the following criteria:

- A. The number of student disciplinary expulsions.
- B. Student truancy rates.
- C. Calls for services to school campus.
- D. The number of Uniform Crime Reporting ("UCR") juvenile crimes against property.
- E. The number of UCR juvenile crimes against persons.
- F. The number of UCR arrests by age, categorized to offense type.
- G. The number of juveniles receiving referrals to outside agencies.



- H. The number of juveniles entered into informal probation.
- I. The number of juveniles entered into formal probation.

9. Information Sharing. The sharing of appropriate and timely information between SROs, CCSO, and School District is critical to the mission of maintaining and enhancing a safe and secure learning environment. Notwithstanding any other provision of this Agreement, the sharing of information between the Parties will follow the protocols in accordance with Family Educational Rights and Privacy Act (“FERPA”) and all other applicable federal, state, and local laws, as amended. Unless FERPA is otherwise amended, the Parties agree to share information in the following manner:

A. Information may be shared with SROs and CCSO in the following circumstances.

i. The information does not constitute an “Education Record,” as that term is defined by FERPA.

ii. The “Education Record” pertains to a person who was never a “Student” at the School District, as that term is defined by FERPA.

B. Information from School District Education Records may be shared with the SRO under the following circumstances.

i. The SROs are hereby designated as “School Officials” for the purposes of FERPA.

ii. The School District may share Education Records with the SROs, without parental consent, if the SROs have legitimate educational interests in the Educational Records at issue. SROs may share Education Records with other SROs if the other SROs have a legitimate educational interest in the record.

iii. SROs receiving an Educational Record must keep the record confidential and may not re-release the record to any other non-SRO CCSO personnel, unless the Educational Record is permitted to be disclosed under Section 9(C), or any other exception to FERPA. CCSO will specifically inform the SROs of this requirement.

iv. School District will include the SROs as “School Officials” in the annual notification to parents required by FERPA.

C. Information from School District Education Records may be shared with the CCSO under the following circumstances.

i. “Directory Information” may be shared with the CCSO, unless the parent/guardian has asked specifically that such information be kept confidential. Directory information includes the student’s name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational agency or institution attended by the student.

ii. Education Records may be shared with the CCSO with the consent of a parent or guardian, or with the consent of an adult student.

iii. Education Records may be shared with the CCSO pursuant to a subpoena or search warrant directed to School District, subject to the School District's obligation to make a reasonable effort to notify the student, or the parent of the student, that is subject to the warrant or subpoena in advance of compliance so that the student or parent may seek protective action, unless the court or other agency issuing the subpoena or search warrant has ordered that the existence or the contents of the subpoena or the search warrant, or the information furnished in response to the subpoena or search warrant, not be disclosed.

iv. Education Records may be shared with the CCSO in a situation that presents imminent danger to students or members of the community or that requires immediate need for the information to avert or diffuse serious threats to the safety or health of a student or another individual.

D. School District shall keep any required records of releases of information. SROs shall inform the School District of any re-release of Education Records.

#### 10. Funding.

A. The agreed upon funding for the first three SROs is set forth in Exhibit A.

B. Prior to execution of this Agreement, the Parties entered into an interlocal agreement for the provision of two additional SROs, with one SRO position being a sergeant position, based on funding from the School Safety grant award from the State of Nevada Department of Education. That agreement is included here as Exhibit B.

C. The Parties may modify this funding or enter into additional funding agreements depending on future grants or other sources of additional funding.

D. Exhibits A and B prevail over this Agreement, and Exhibit B controls over Exhibit A. If this Agreement, Exhibit A or B, or any other funding agreements conflict and the agreements do not expressly state how conflicts are to be resolved, the most-recent un-expired funding agreement prevails.

E. Unless otherwise specified, CCSO shall submit quarterly invoices to the School District. The invoices will clearly show the employee, dates, and hours worked on the SRO Program, and a breakdown of the amounts to be paid by any grant, by the City or CCSO, or by the School District, as applicable.

F. School District shall reimburse CCSO within 30 days of receipt of the invoice.

#### 11. Term and Termination

A. Effective Date. This Agreement is effective on the date of the last authorized signature.

B. Initial Term. The initial term of this Agreement shall last until June 30, 2025.

D. Mutual Renewal/Termination. The Parties may renew, extend, modify, or terminate this Agreement at any time through a written agreement signed by both Parties.

E. Unilateral Termination. This Agreement may be terminated by either Party with or without cause by providing written notice to the other Party at least 90 days prior to June 30 of any given year (the end of the fiscal year).

F. Termination for Nonappropriation. The Parties' payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that one Party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement, the Agreement may be terminated immediately by the nonappropriating Party upon written notice to the other Party of such nonappropriation. No claim or cause of action may be based upon any nonappropriation.

12. Required Approvals. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

13. Proper Authority. The Parties 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 engage in the action set forth in this Agreement.

14. Notice. All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed given if delivered: personally by hand; by facsimile with simultaneous regular mail; or mailed certified mail, return receipt requested, and addressed to the other Party at the following address:

CARSON CITY/CCSO

CARSON CITY SCHOOL DISTRICT

Carson City Sheriff's Office  
Sheriff Ken Furlong  
911 E. Musser St.  
Carson City, NV 89701  
(775) 887-2500

Richard Stokes, Superintendent  
1402 W. King St.  
Carson City, NV 89703  
(775) 283-2000

Either Party may, by notice in writing sent to the other Party as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands must thereafter be addressed.

15. Records; Retention. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Agreement, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained. The Parties further agree to, upon reasonable request of the other Party, provide any requested records, agreements, books, and documents that may be necessary for the performance or renegotiation of this Agreement, or for any other reason pertaining to this Agreement. The Parties agree to retain all records, agreements, books, and documents pertaining to the Agreement as required by the Nevada General Records Retention and Disposition Schedule.

16. Public Records. Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest.

17. Independent Public Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.

18. Indemnification. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this

Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.

19. Limited Liability. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

20. Remedies. 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, and to a prevailing Party reasonable attorney's fees and costs. The Parties agree that, in the event attorney's fees are awarded for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

21. No 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.

22. Successors; Assignment. This Agreement shall bind the successors and assigns of the respective Parties. The Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

23. Amendments and Modification. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.

24. No Third-Party Beneficiary. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.

25. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

27. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State Of Nevada in Carson City.

28. 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.

29. Entire Agreement. With respect to the subject matter of this Agreement, this Agreement and its integrated attachments constitute the entire agreement of the Parties; is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made; and supersedes all prior negotiations, discussions, and representations between the Parties.

*(The remainder of this page is blank; the signature blocks continue on the next page.)*

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

**CARSON CITY**

\_\_\_\_\_  
Kenneth Furlong, Sheriff \_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Crowell, Mayor \_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Aubrey Rowlett, Clerk-Recorder \_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Deputy District Attorney \_\_\_\_\_  
Date

**CARSON CITY SCHOOL DISTRICT**

\_\_\_\_\_  
Richard Stokes, Superintendent \_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Walker, School Board President \_\_\_\_\_  
Date

## EXHIBIT A

The Parties agree that the personnel costs for three SROs shall be paid 50 percent by City and 50 percent by School District. City and CCSO costs over and above personnel costs shall be paid 100 percent by the City or CCSO. School District costs over and above personnel costs shall be paid 100 percent by the School District.



# EXHIBIT B

## INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

This Agreement ("Agreement") is entered into by and between the Carson City School District ("School District") and Carson City ("City") for the School Safety grant award from the State of Nevada Department of Education for the School Resource Officer ("SRO") Program. School District and City may be individually referred to as "Party" and collectively referred to as "Parties."

### RECITALS

WHEREAS, School District and City, through the Carson City Sheriff's Office ("CCSO"), currently collaborate to place three SROs in School District's schools; and

WHEREAS, School District has applied for and received funding through a School Safety grant award from the State of Nevada Department of Education for FYs 2020 and 2021 for two additional SROs, including a Sergeant; and

WHEREAS, School District and City desire to set forth the duties and responsibilities of each Party with regards to the School Safety grant award and the two additional SROs for the SRO Program; and

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;

### AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants contained herein, the Parties mutually agree as follows:

1. **Scope of this Agreement.** This Agreement governs the Parties' implementation of the School Safety grant award from the State of Nevada Department of Education for FYs 2020 and 2021 for two additional SROs for the SRO Program, including a Sergeant position. Except as otherwise expressly stated herein, this Agreement does not establish the operating parameters, obligations, and responsibilities between the School District and the City and CCSO for the SRO Program. Instead, the operation provisions for the SRO Program and the obligations and responsibilities of the Parties are stated in that 2015-2018 Memorandum of Understanding between the City and the School District for the School Resource Officer Program, as may be amended, or its successor

document (the "SRO Program Document"). To the extent that the provisions of this Agreement conflict with the provisions of the SRO Program Document governing the operation of the SRO Program and the obligations and responsibilities of the Parties, however, this Agreement supersedes the provisions of the SRO Program Document. (The COPS grant provisions in the SRO Program Document do not apply to this Agreement and are not superseded.)

2. School Safety Grant Funding.

A. The School Safety grant provides \$626,160.05 in state funds over a two-year period to School District for two additional SROs, one SRO position being a sergeant position.

B. CCSO shall hire one SRO and one SRO Sergeant for the duration of this Agreement, in addition to the existing three SROs.

C. The existing three SROs, the additional SRO, and the SRO Sergeant shall be distributed among School District's schools as mutually agreed.

D. CCSO shall submit quarterly invoices to the School District, clearly showing the employee, dates, and hours worked on the SRO Program.

E. The School District shall pay City within 30 days of receipt of the invoice.

F. The School District, as the School Safety grant recipient, shall be responsible for the financial management of the grant, including submitting financial reports to the granting agency.

G. City and CCSO agree to assist the School District in providing information regarding grant activities and doing other acts that may be required as a condition of the grant.

H. City and CCSO will not use School Safety grant funds to purchase firearms or firearm-related equipment.

I. City and CCSO will not use School Safety grant funds to support training of SROs, including any travel costs associated with training for SROs.

J. Upon expiration of the School Safety grant, the additional SRO position and the SRO Sergeant position shall be eliminated, unless the School District and City agree otherwise and arrange for the financing of those two positions.

3. SRO Supervision and Chain of Command. The supervision and chain of command provisions set forth in this Agreement supersede the provisions of the SRO Program Document for the duration of this Agreement.

A. CCSO will manage and supervise the SRO Program and the individual SROs.

B. The SROs will report directly to the SRO Sergeant, who is the Sergeant designated to oversee the SRO Program.

C. The SRO Sergeant will report directly to the CCSO Operations Division Manager.

D. Overall management of the SRO Program will be the responsibility of the CCSO Operations Divisional Manager.

4. Term and Termination

A. Effective Date. This Agreement is effective on the date of the last authorized signature.

B. Term. The initial term of this Agreement shall last until June 30, 2021. This time frame encompasses the grant period.

C. Renewal. The Parties may renew, extend, or modify this Agreement by mutual consent at any time.

D. Unilateral Termination. This Agreement may be terminated by either Party with or without cause by providing written notice to the other Party at least 90 days prior to June 30 of any given year (the end of any given fiscal year).

E. Mutual Termination. This Agreement may be terminated at any time by mutual consent of both Parties through a written agreement signed by both Parties.

F. Termination for Nonappropriation. The Parties' payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that one Party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement, the Agreement may be terminated immediately by the nonappropriating Party upon written notice to the other Party of such nonappropriation. No claim or cause of action may be based upon any nonappropriation.

5. Required Approvals. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

6. Proper Authority. The Parties 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 engage in the action set forth in this Agreement.

7. Notice. All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed given if delivered: personally by hand; by facsimile with simultaneous regular mail; or mailed certified mail, return receipt requested, and addressed to the other Party at the following address:

## CARSON CITY/CCSO

Carson City Sheriff's Office  
 Sheriff Ken Furlong  
 911 E. Musser St.  
 Carson City, NV 89701  
 (775) 887-2500

## CARSON CITY SCHOOL DISTRICT

Richard Stokes, Superintendent  
 1402 W. King St.  
 Carson City, NV 89703  
 (775) 283-2000

Either Party may, by notice in writing sent to the other Party as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands must thereafter be addressed.

8. **Records; Retention.** The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Agreement, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained. The Parties further agree to, upon reasonable request of the other Party, provide any requested records, agreements, books, and documents that may be necessary for the performance or renegotiation of this Agreement, or for any other reason pertaining to this Agreement. The Parties agree to retain all records, agreements, books, and documents pertaining to the Agreement as required by the Nevada General Records Retention and Disposition Schedule.

9. **Public Records.** Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest.

10. **Independent Public Agencies.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.

11. **Limited Liability.** The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **Remedies.** 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, and to a prevailing Party reasonable attorney's fees and costs. The Parties agree that, in the event attorney's fees are awarded for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

13. **No 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.

14. **Successors; Assignment.** This Agreement shall bind the successors and assigns of the respective Parties. The Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

15. **Amendments and Modification.** Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.

16. **No Third-Party Beneficiary.** None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.

17. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

19. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State Of Nevada in Carson City.


20. 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.

21. Entire Agreement. With respect to the subject matter of this Agreement, this Agreement and its integrated attachments constitute the entire agreement of the Parties; is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made; and supersedes all prior negotiations, discussions, and representations between the Parties.

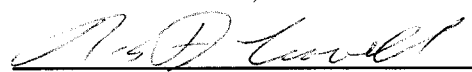
*(The remainder of this page s blank; the signature blocks continue on the next page.)*

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

**CARSON CITY**

  
\_\_\_\_\_  
Kenneth Furlong, Sheriff

10/22/19  
Date

  
\_\_\_\_\_  
Robert Crowell, Mayor

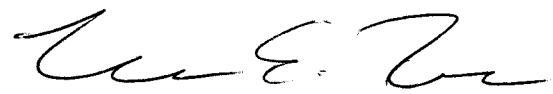
10/17/19  
Date

Attest:

  
\_\_\_\_\_  
Aubrey Rowlatt, Clerk-Recorder

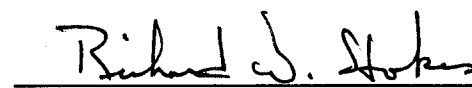
10/24/19  
Date

Approved as to form:


  
\_\_\_\_\_  
Deputy District Attorney

10/17/19  
Date

**CARSON CITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
Richard Stokes, Superintendent

10 Oct. 2019  
Date

  
\_\_\_\_\_  
Stacie Wilke-McCulloch, School Board President

10/10/2019  
Date