



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 15, 2022

Staff Contact: Jerome Tushbant, Undersheriff

Agenda Title: For Possible Action: Discussion and possible action regarding an interlocal agreement between Carson City and the State of Nevada Department of Public Safety ("DPS"), Investigations Division ("DPS-ID") regarding interagency use of radio talk groups and frequencies. (Jerome Tushbant, jtushbant@carson.org)

Staff Summary: This interlocal agreement will permit the Carson City Sheriff's Office ("CCSO") and DPS personnel to communicate on specific radio talk groups and frequencies in support of interagency communications and joint operational capability.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the agreement and authorize the City Manager to sign the agreement.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

Interagency radio communication is vital during routine and emergency operations. There may be times when direct access to an outside agency's talk group and/or radio frequencies may be required. This interlocal agreement references talk groups, which are on the Nevada Shared Radio System, and DPS-ID and Carson City very high frequency ("VHF") radio frequencies. This agreement sets expectations for use and would allow DPS to communicate on specific Carson City radio talk groups/frequencies used for emergency operations. Carson City will also be able to communicate with DPS using DPS-ID's operational talk groups/frequencies. Exhibits B, C and D to the Interlocal Agreement, which contain the specific talk groups and VHS frequencies, are omitted from this staff report for safety and confidentiality reasons.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

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, and/or provide alternative direction to staff.

Attachments:

[Interlocal_NDI_Radio_without_confidential_info.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

CETS# _____	_____
REF# _____	CAT: N/A GL N/A

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its
Department of Public Safety
Investigations Division

Public Entity #1:	Department of Public Safety, Investigations Division
Address:	555 Wright Way
City, State, Zip Code:	Carson City, NV 89711
Contact:	Michael Edgell, Deputy Chief
Phone:	775-684-7410
Fax:	775-684-7409
Email:	<u>medgell@dps.state.nv.us</u>

Public Entity #2:	Carson City, by and through the Carson City Sheriff's Office ("CCSO")
Address:	911 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jerome Tushbant, Undersheriff
Phone:	775-887-2500
Fax:	775-887-2026
Email:	<u>jtushbant@carson.org</u>

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**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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REF# _____	CAT: N/A GL N/A

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Date of last required signature below.	To:	Until conditions change that render this Agreement obsolete.
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** 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 Local, State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	DPS-ID AND CCSO TALK GROUPS (CONFIDENTIAL)
ATTACHMENT C:	DPS-ID VHF RADIO FREQUENCIES (CONFIDENTIAL)
ATTACHMENT D:	CCSO VHF RADIO FREQUENCIES (CONFIDENTIAL)

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$ N/A	per	N/A
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Total Contract or installments payable at:	N/A
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Total Contract Not to Exceed:	\$ N/A
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the 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.

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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 document 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.
 - 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 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, including confidential documents, to the extent that the relevant agency is authorized to access confidential documents, and except for any documents that have been sealed by the court.
 - C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
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. Actual damages for any CCSO or State 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. This Agreement shall in no way be considered an assumption of any liability for any reason whatsoever by the DPS, DPS-ID, CCSO, or any other agency operating under DPS-ID or CCSO radio frequency approval.
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, acts of public enemy, acts of terrorism, 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 constructed 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.

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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 non-enforceability 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 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, except if information designated as confidential by this contract is required to be disclosed by law.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 *Section 6, Incorporated Documents*.
23. **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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

CETS# _____	_____
REF# _____	CAT: N/A GL N/A

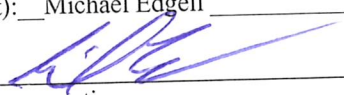
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been 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 Office of the Attorney General.

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

Carson City/CCSO

_____	_____	Sheriff
Kenneth T. Furlong	Date	Title
_____	_____	City Manager
Nancy Paulson	Date	Title

Department of Public Safety, Investigations Division

Name (Print): <u>Michael Edgell</u>	_____	Deputy Chief
Signature: 	<u>02/28/2022</u>	Title
DPS-ID Representative	Date	
_____	_____	Title
DPS Radio Administrator	Date	

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REF# _____	CAT: N/A GL N/A

ATTACHMENT A SCOPE OF WORK

This Interlocal Agreement is made between the Department of Public Safety, Investigations Division (“DPS-ID”) and Carson City, by and through the Carson City Sheriff’s Office (“CCSO”), with the goal of allowing CCSO access to DPS Talk Groups and to allow CCSO and DPS-ID to share VHF radio frequencies to assist in the ability for DPS-ID to communicate with specific Non-DPS agencies on the Nevada Shared Radio System (“NSRS”) and to allow for interoperable communications.

A. DPS Talk Groups

With the multifaceted challenge of interoperability, interagency communications, and the jurisdictional overlap of responsibilities, it has become apparent that there may be times when direct access to an outside agency’s talk group may be required to facilitate radio communications. However, the use of established interoperability procedures, such as NCORE, will remain the preferred method of interagency communications.

While the DPS-Records, Communication, and Compliance Division (“RCCD”) does not intend to dictate operational procedures to these non-DPS agencies, the DPS-RCCD seeks to minimize the disruption of normal functions by defining the needs of DPS-RCCD communications and outlining the expectations of radio transmissions.

In order to allow other agencies on DPS Talk Groups, the DPS-RCCD requires that:

- Both the DPS, as users of the Talk Groups, and the Nevada Department of Transportation (“NDOT”), as controller of the Talk Groups, determine that non-DPS users do not constitute an undue burden to the system or to other system users.
- Adequate training on proper radio usage be given by the CCSO to all CCSO personnel who will have access to this system and DPS Talk Groups.
- The CCSO must ensure that its staff uses proper terminology to allow adequate interface with the DPS Computer-Aided Dispatch (“CAD”) system. No CAD incident number will be issued unless DPS-ID assistance is requested.
- The DPS does not issue Logical ID numbers (“LIDs”). LIDs requests must be submitted directly to NDOT. All associated subscriber’s fees are negotiated with NDOT prior to issuance of LIDs. The CCSO will be responsible for any subscriber fees associated with the issuance of LIDs.
- Incoming calls from the CCSO to any DPS-RCCD communication center must include the CCSO member’s name and the unit number.

DPS-ID agrees that there will be no cost to CCSO for the use of the DPS Talk Groups governed by this MOU.

All outside agencies will determine their own policies and procedures for actions based on information transmitted over DPS Talk Groups. All agencies or their agents agree that all radio traffic will be conducted in a lawful manner.

The Talk Groups listed in ATTACHMENT B are authorized for multiagency use under this agreement. The Talk Groups listed in Exhibit B are confidential.

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REF# _____	CAT: N/A GL N/A

B. VHF Radio Frequencies

With the multifaceted challenge of interoperability, interagency communications, and the jurisdictional overlap of responsibilities, it has become apparent that there may be times when sharing VHF radio frequencies may be required to facilitate radio communications. DPS-ID and CCSO agree to improve interagency radio communications between by allowing the CCSO and the DPS-ID to share VHF radio frequencies.

DPS-ID agrees that:

- DPS-ID holds the Federal Communication Commission license for DPS-ID frequencies authorized by this Agreement.
- DPS-ID grants approval for CCSO personnel to use the DPS-ID frequencies authorized by this Agreement.
- DPS-ID agrees that there will be no cost to CCSO for the use of the DPS-ID frequencies authorized by this Agreement.
- Only CCSO frequencies authorized by this Agreement will be programmed into DPS-ID radios.
- DPS-ID will only use the listed CCSO frequencies for interagency communications.
- DPS-ID will abide by all policies and rules that govern the CCSO VHF radio frequencies.
- DPS-ID will not misuse the CCSO VHF radio frequencies in any manner.

CCSO agrees that:

- CCSO holds the Federal Communication Commission license for CCSO frequencies authorized by this Agreement.
- CCSO grants approval for DPS-ID personnel to use the CCSO frequencies authorized by this Agreement.
- CCSO agrees that there will be no cost to DPS-ID for the use of the CCSO frequencies authorized by this Agreement.
- Only DPS-ID frequencies authorized by this Agreement will be programmed into CCSO radios.
- CCSO will only use the listed DPS-ID frequencies for interagency communications.
- CCSO will abide by all policies and rules that govern the DPS-ID VHF radio frequencies.
- CCSO will not misuse the DPS-ID VHF radio frequencies in any manner.

For the purposes of interoperability and incident/event coordination, CCSO is authorized to transmit and receive radio communications on the Nevada Department of Public Safety, Investigations Division VHF radio frequencies listed in ATTACHMENT C.

For the purposes of interoperability and incident/event coordination, the DPS-ID is authorized to transmit and receive radio communications on the CCSO VHF radio frequencies listed in ATTACHMENT D.

The listed in radio frequencies in ATTACHMENTS C and D are confidential. Each agency will determine their own policies and procedures for actions based on information transmitted over DPS-ID or CCSO radio frequencies. All agencies or their agents agree that all radio traffic will be conducted in a lawful manner.