



WASHOE COUNTY

Integrity Communication Service
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CM/ACM JS
Finance LC/CH
DA KM
Risk Mgt DE
HR NA
Other NA

STAFF REPORT

BOARD MEETING DATE: January 10, 2017

DATE: Wednesday, December 28, 2016

TO: Board of County Commissioners

FROM: Bill Ames, Lieutenant
(775) 321-4948, wames@washoecounty.us

THROUGH: Sheriff Chuck Allen *Susan Schilling*

SUBJECT: Recommendation to approve the Interlocal Contract for Services between Washoe County Sheriff's Office and Reno-Sparks Indian Colony Police Department to provide dispatch services at a rate of [\$161,663.52 per fiscal year] beginning retroactively from July 1, 2016. (All Commission Districts)

SUMMARY

Request to approve a new contract, at a rate of \$161,663.52 per fiscal year beginning July 1, 2016, between the Reno-Sparks Indian Colony Police Department and the Washoe County Sheriff's Office that will continue to provide for Dispatch services through the Washoe County Sheriff's Office for the Reno-Sparks Indian Colony Police Department.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities

PREVIOUS ACTION

The Board previously approved this contract on 12/13/11.

BACKGROUND

Reno-Sparks Indian Colony Police Department staff discussed dispatch costs with the Washoe County Sheriff. The result of this discussion indicated that an increase was warranted such that RSICPD payments were more reflective of direct and indirect costs and cost of equipment. Reason for retroactive submittal: item was submitted to the first available BCC meeting once completed, signed contract was received from the RSICPD.

AGENDA ITEM # 10

FISCAL IMPACT

The Washoe County Sheriff's Office will receive \$161,663.52 per fiscal year beginning July 1, 2016, for these services to be applied to 150850-460162 [Tribal Dispatch – Services other agencies].

RECOMMENDATION

It is recommended that the Washoe County Board of County Commissioners: approve the Interlocal Contract for Services between Washoe County Sheriff's Office and Reno-Sparks Indian Colony Police Department to provide dispatch services at a rate of [\$161,663.52 per fiscal year] beginning retroactively from July 1, 2016.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Interlocal Contract for Services between Washoe County Sheriff's Office and Reno-Sparks Indian Colony Police Department to provide dispatch services at a rate of [\$161,663.52 per fiscal year] beginning retroactively from July 1, 2016.

INTERLOCAL CONTRACT FOR SERVICES

WASHOE COUNTY SHERIFF'S OFFICE AND

RENO-SPARKS INDIAN COLONY POLICE DEPARTMENT

FOR

DISPATCH SERVICES

THIS AGREEMENT, made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, hereinafter the "WCSO," and the Reno-Sparks Indian Colony Police Department, hereinafter the "Reno-Sparks Indian Colony Police Department," the parties to this agreement also may be referred to as "Parties."

WITNESSETH:

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, WCSO has dispatched for the Reno-Sparks Indian Colony Police Department since July 1, 2005.

WHEREAS, prior contract expired on June 30, 2010, and the current contract has been in effect since December 13, 2011.

WHEREAS, it is believed that each of these parties, and the public will continue to benefit if these communications service continue to be provided by the Sheriff.

NOW, THEREFORE, in consideration of mutual promises and conditions herein, the parties hereby agree as follows:

I. PURPOSE OF THE AGREEMENT

The purpose of the agreement is for the Washoe County Sheriff's Office Communications Center to provide consolidated dispatch services for Reno-Sparks Indian Colony Police Department and the Sheriff. A Communications Specialist will track and monitor law enforcement units twenty four hours a day, seven days a week, on a designated shared Pyramid Lake Tribal Police and Reno Sparks Indian Colony Tribal Police talk group.

II. EMPLOYEES

All employees assigned to the Washoe County Sheriff's Office Communications Call Center shall be employees of the Sheriff. These employees shall be subject to all county personnel evaluations, disciplinary actions, and employee rights, including right to representation, and methods of establishing and modifying salary and benefit processes.

III. POLICY AND OPERATIONS

The Parties agree that policies and operation standards will be administered by the Washoe County Sheriff's Office Communications Lieutenant or the Washoe County Sheriff's Office Patrol Captain and the Chief of Police of the Reno-Sparks Indian Colony Police Department, for the following purposes:

- A) To review and recommend to the County of Washoe and the Reno-Sparks Indian Colony Police Department the annual operating and capital budget for the provision of consolidated communications services.
- B) To establish policies, procedures, benchmark levels of service and operational priorities for the provision of consolidated dispatch services.
- C) To provide direction to the Communications Lieutenant regarding the level, timeliness, and quality of dispatch services.

IV. LEVEL OF SERVICE

The Parties agree to the establishment of goals for the level of service to be provided by the Communications Center.

- A) The goal for minimum staffing levels maintained in the Communications Center shall continue to be determined by the County after consultation with the Tribe, and will be based on National Standards to meet the needs of the users based on phone calls received, radio traffic levels, and calls for service.
- B) All dispatch staff shall be Emergency Police Dispatch (EPD) certified through a nationally recognized EPD program. All dispatchers shall receive annual training updates sufficient to maintain certification.
- C) All law enforcement personnel assigned to Reno-Sparks Indian Colony Police Department shall follow National EPD protocols required by certifying National EPD entity for field unit compliancy for the Communications Center.
- D) Washoe County Sheriff's Communications Center will track all Reno-Sparks Indian Colony Police Department Law Enforcement units while conducting law enforcement activities. Reno-Sparks Indian Colony Police Department will maintain their current radio system for non-law enforcement uses.

V. E 9-1-1 SERVICES

The Sheriff shall provide enhanced 9-1-1 services, Advanced Location Index (ALI), and Advanced Number Index (ANI) displays through phone equipment for 9-1-1 landline callers.

VI. COST OF SERVICES

Reno-Sparks Indian Colony Police Department agrees to pay WCSO a flat fee of \$161,663.52 per fiscal year beginning July 1, 2016. This cost may be recalculated and revised each fiscal year

thereafter. The cost charged by the Sheriff to the Reno-Sparks Indian Colony Police Department on a quarterly basis for support of dispatch services performed by the WCSO on behalf of Reno-Sparks Indian Colony Police Department is payable on the 30th day of the month following the end of each quarter.

VII. FREQUENCIES

Each Party retains the ownership of its radio frequencies. The Sheriff will authorize Reno-Sparks Indian Colony Police Department to program and install the following talk groups in their 800 MHz radios that are not assigned to law enforcement staff. The User will comply with the Policy and Procedures of the Washoe County Regional 800 MHz Radio System and the applicable Lexipol Policies of the WCSO.

VIII. MAINTENANCE

The Sheriff shall maintain the radio consoles within the Communications Center at its own expense. Radio equipment operated by Reno-Sparks Indian Colony Police Department will be maintained by the Reno-Sparks Indian Colony Police Department at its own expense.

IX. HOLD HARMLESS

Washoe County, to the extent authorized by law, agrees to indemnify, save, and hold harmless Reno-Sparks Indian Colony Police Department, its officers, agents, and employees, from any and all claims, causes of action, or liability arising from the performance of the contract by the Sheriff, its agents, or employees. Reno-Sparks Indian Colony Police Department, to the extent authorized by law, agrees to indemnify, save, and hold harmless Washoe County, its officers, agents, and employees, from any and all claims, causes of action, or liability arising from the performance of the contract by the Reno-Sparks Indian Colony Police Department, its agents, or employees.

X. WITHDRAWAL

A Party may withdraw with or without cause upon no less than 90 days written notice to the administrative body of the other Party.

XI. ENTIRE AGREEMENT

This agreement contains the entire understanding between Parties and no oral terms or conditions, not contained within, shall be binding. This agreement may be modified at any time by written mutual consent of the Parties.

XII. EFFECTIVE DATE

This agreement shall be effective on July 1, 2016, and shall continue in full force and effective unless modified as provided in Section XI above or terminated.

XIII. SEVERABILITY

Should any part, term or provision of this agreement be finally decided to be in conflict with any law of the United States or the State of Nevada, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement the Parties intended to enter into the first instance.

XIV. NOTICES

Any notices by this agreement shall be in writing and made to the following:

- 1) For the County:

Sheriff or Sheriff's designee

- 2) For Reno-Sparks Indian Colony Police Department:

Reno-Sparks Indian Colony Police Department

1995 E. 2nd St.

Reno, NV 89502

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

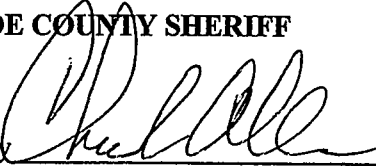
THIS CONTRACT IS EFFECTIVE THIS _____ DAY OF _____, 2016.

WASHOE COUNTY BOARD OF COMMISSIONERS

By _____
Chair, Washoe County Commission

Attest: _____
Washoe County Clerk

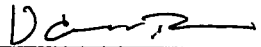
WASHOE COUNTY SHERIFF

By 
Chuck Allen, Sheriff

RENO-SPARKS INDIAN COLONY

By  12-15-16
Arlan D. Melendez, Chairman

RENO-SPARKS INDIAN COLONY POLICE DEPT.

By  12-15-16
Darrell Bill, Police Chief