

OFFICIAL RECORD

Requested By:

DC/911

Assessor's Parcel Number: N/A

Date: MAY 11, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 0.00
BK-0510 PG-1886 RPTT: 0.00



Name: RON SAGEN, 911

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.112
(Title of Document)

FILED

NO. 2010.112

2010 MAY 10 AM 9:33

**INTERLOCAL CONTRACT FOR
9-1-1 DISPATCH SERVICE**

TED THRAN
CLERK

This Agreement is made this 6th day of May, 2010, on behalf of the Douglas County 911 Emergency Services Center, hereinafter referred to as "911", a political subdivision of the State of Nevada, and the Washoe Tribal Police Department, a subdivision of the Washoe Tribe, hereinafter referred to as "Washoe Tribal Police Department", hereinafter referred to as "Parties."

[Signature]
DEPUTY

WITNESSETH

WHEREAS, NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking; and

WHEREAS, it is believed that each of the Parties, and the public will benefit if 911 and the Washoe Tribal Police Department dispatch services are consolidated and thereafter provided by 911.

Now, therefore, in consideration of mutual promises and conditions herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for 911 to provide dispatch services for 911 and the Washoe Tribal Police Department. A public safety dispatcher will track and monitor law enforcement units twenty-four hours a day, seven days a week, on a designated shared Douglas County Law Enforcement radio frequency.
2. **Employees.** All employees assigned to 911 shall be employees of the Douglas County 911 Emergency Services Center. These employees shall be subject to all Douglas County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and

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employee rights, including, right to representation, and methods of establishing and modifying salary and benefit practices.

3. Policy and Operations. The Parties agree that policies and operations standards will be administered by Douglas County 911 Emergency Services Manager or Supervisors and the Chief of Police of the Washoe Tribal Police Department, for the following purposes:

a) To review and recommend to Douglas County and the Washoe Tribal Police Department the annual operating and capital budget for the provision of 911 dispatch services.

b) To establish policies, procedures, benchmark levels of service and operational priorities for the provision of 911 dispatch services.

c) To provide direction to the 911 Manager and Supervisors regarding the level, timeliness, and quality of dispatch services.

4. Level of Service. The Parties agree to the establishment of goals for the level of service to be provided by 911 dispatch services.

a) The goal for minimum staffing levels maintained at 911 shall be determined by 911, 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 911 dispatch staff shall be Emergency Medical Dispatch (EMD) certified through a nationally recognized EMD program. All 911 dispatchers shall receive annual update training sufficient to maintain certification.

- c) 911 will track all Washoe Tribal Police Department law enforcement units while conducting law enforcement activities. Washoe Tribal Police Department will maintain its current radio system for non-law enforcement uses.
5. E-9-1-1 Services. 911 shall provide enhanced 9-1-1 services, Automatic Location Identifier (ALI) and Automatic Number Identifier (ANI) displays through phone equipment for 9-1-1 landline callers.
 6. Cost of Services. Washoe Tribal Police Department shall be charged a fee based on calculation of personnel costs and total calls received in a calendar year. This cost shall be recalculated and revised each fiscal year thereafter. The cost charged by 911 to the Washoe Tribal Police Department on a yearly basis for support of dispatch services performed by 911 on behalf of Washoe Tribal Police Department is payable within fifteen days of the date the invoice is mailed.
 7. Frequencies. Radio frequencies are provided by Douglas County Technology Services.
 8. Maintenance. 911 shall maintain the radio consoles within the 911 Center at its own expense. Radio equipment operated by Washoe Tribal Police Department will be maintained by Washoe Tribal Police Department at its own expense.
 9. Hold Harmless. Douglas County, to the extent authorized by law, agrees to indemnify, save, and hold harmless Washoe Tribal Police Department, its officers, agents and employees, from any and all claims, causes of actions, or liability arising from the performance of the this Agreement by 911 Emergency Services, its agents or employees. Washoe Tribal Police Department to the extent authorized by law, agrees to indemnify, save, hold harmless Douglas County, its

agents and employees, from any and all claims, causes of action, or liability arising from the performance of this Agreement by the Washoe Tribal Police Department, its officers, agents, and employees.

10. Withdrawal. A Party may withdraw from this Agreement with or without cause upon no less than 365 days written notice to the administrative body of the other Party. Such a withdrawal shall accomplish a termination of this Agreement.
11. 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.
12. Effective Date. This Agreement shall become effective on the date it is signed by the Parties and approved by the Washoe Tribe and the Douglas County Board of Commissioners and shall continue in full force and effect unless modified as provided in Section 11 or terminated as provided in Section 10.
13. 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 of the State of Nevada, or otherwise unenforceable or ineffectual, 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.

14. Notices. Any notices required by this Agreement shall be in writing and made to the following:

a) For the County:

Douglas County
Attn: County Manager
P.O. Box 218
Minden, Nevada 89423
775-782-9821

b) For Washoe Tribal Police Department:

CAPTAIN RICHARD VARNER
Washoe Tribal Police Department
919 Highway 395 South
Gardnerville, Nevada 89410
775-265-7540

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 6th day of May, 2010.

Douglas County 911 Emergency Services

Washoe Tribal Police Department

By: [Signature]
Name: T. Michael Brown
Title: County Manager

By: [Signature]
Name: Richard Varner
Title: Captain

Douglas County Board of Commissioners

Washoe Tribe

By: [Signature]
Name: Michael Olson, Chairman
Douglas County Commission

By: [Signature]
Name: Waldo W. Walker
Chairman

Attest:

By: [Signature]
Ted Thran, Douglas County Clerk-Treasurer
By: [Signature]
Clerk to the Board

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 10, 2010
[Signature] Clerk of the 10th Judicial District Court
of the State of Nevada; and for the County of Douglas.

By: [Signature] Deputy