

Doc Number: **0838664**

02/24/2014 01:03 PM

OFFICIAL RECORDS

Requested By

DC/911 EMERG SVCS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 7

Fee: \$ 0.00

Bk: 0214 Pg: 3841



Deputy: sg

Assessor's Parcel Number: N/A

Date: FEBRUARY 24, 2014

Recording Requested By:

Name: RON SAGEN, 9-1-1 EMERGENCY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2014.040

(Title of Document)

0838664 Page: 2 of 7

BK - 0214
PG - 3842
2/24/2014

2014.040
FEB 24 AM 11:45
TED THIRAN
CLERK
[Signature]

FILED

INTERLOCAL CONTRACT FOR
9-1-1 DISPATCH SERVICE

This Agreement is made this 20th day of February, 2014, 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 County of Alpine, a political subdivision of the State of California, representing Alpine County Public Safety Agencies, hereinafter referred to as "Alpine County", hereinafter referred to as "Parties."

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 Alpine County 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 Alpine County Public Safety Agencies, specifically the Alpine County Sheriff's Office, Eastern Alpine Fire and Rescue and the Kirkwood Public Utility District Fire Rescue. A public safety dispatcher will track and monitor law enforcement, Fire and Emergency Medical Service units on a mutually agreed time period during the absence of the Alpine County Dispatcher, twenty-four hours a day, seven days a week, on a designated radio frequency(s).
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 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 Sheriff of Alpine County for the following purposes:
 - a) To review and recommend to Douglas County and the Alpine County Public Safety Agencies 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 telephone calls received, radio traffic levels and calls for service.
 - b) All 911 dispatch staff shall be National Academy of Emergency Dispatch (NAED) certified for Emergency Medical Dispatch and Emergency Fire Dispatch. All 911 dispatchers shall receive annual update training sufficient to maintain certification.

- c) When Alpine County Dispatcher is off duty, 911 will track all Alpine County law enforcement units while conducting law enforcement activities.
 - d) When Alpine County Dispatcher is off duty, 911 will track all Alpine County Fire and Emergency Medical Service units while conducting Fire or EMS activities.
 - e) When Alpine County Dispatcher is on duty, 911 will receive and process all Fire and EMS requests for service to include paging/alerting appropriate stations/personnel and initial response. Radio service will be handed off to the Alpine County Dispatcher once all assigned units are in route.
 - f) When Alpine County Dispatcher is on duty, 911 will receive and transfer all Law Enforcement requests for service via the 911 telephone system.
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. Alpine County 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 Alpine County on a yearly basis for support of dispatch services performed by 911 on behalf of Alpine County is payable within thirty (30) days of the date the invoice is mailed.
7. Frequencies. Radio frequencies are provided by Alpine County and in cooperation of the Douglas County Technology Services Communications Division.

8. Maintenance. 911 shall maintain the radio consoles within the 911 Center at its own expense. Radio equipment operated by Alpine County will be maintained by Alpine County at its own expense.
9. Hold Harmless. Douglas County, to the extent authorized by law, agrees to indemnify, save, and hold harmless Alpine County, 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. Alpine County 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 Alpine County, its officers, agents, and employees.
10. Withdrawal. A Party may withdraw from this Agreement with or without cause upon no less than three hundred and sixty-five (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 Alpine County Board of Supervisors 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, State of California 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. Choice of law. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

15. 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 Alpine County:

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 20th day of February, 2014.

Douglas County 911 Emergency Services

Alpine County

By: [Signature]
Name: Steve Mokrohisky
Title: County Manager

By: [Signature]
Name: John Crawford
Title: Sheriff of Alpine County

Douglas County Board of Commissioners

Alpine County Board of Supervisors

By: [Signature]
Name: Doug N. Johnson, Chairman
Douglas County Commission

By: [Signature]
Name: Donald M. Jardine
Chairman

Approved as to form for Douglas County

Approved as to form for Alpine County

By: [Signature]
Name: Douglas J. Rehder
County Counsel

By: [Signature]
Name: David Prentice
County Counsel

Attest:

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

BY: [Signature]
CLERK TO THE BOARD

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of Feb 20 14
By: [Signature] Deputy