



# WASHOE COUNTY

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## STAFF REPORT

Board Meeting Date: June 28, 2016

**DATE:** May 13, 2016  
**TO:** Board of County Commissioners  
**FROM:** Bill Ames, Lieutenant  
(775) 321-4948; wames@washoecounty.us

**THROUGH:** Chuck Allen, Sheriff

*Innan Schilling*

CM/ACM JS  
Finance LC/MS  
Legal KM  
Risk Mgt. DE  
HR NA

**SUBJECT:** Recommendation to approve Interlocal Contract For Services between Washoe County Sheriff's Office and Pyramid Lake Tribal Police Department for Dispatch Services in the amount of [\$140,831.76 for FY 16/17] increasing to [\$161,663.52] for subsequent years. (All Commission Districts)

### SUMMARY

Request to approve a new contract, at a rate of \$140,831.76 for FY 16/17 increasing to \$161,663.52 for subsequent years, between the Pyramid Lake Tribal 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 Pyramid Lake Tribal Police Department.

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

### PREVIOUS ACTION

A similar contract was approved by the Board on 12/13/11.

### BACKGROUND

Pyramid Lake Tribal Police Department staff discussed dispatch costs with the Washoe County Sheriff. The result of this discussion indicated that an increase was warranted such that PLTPD payments were more reflective of direct and indirect costs and cost of equipment.

**FISCAL IMPACT**

The Washoe County Sheriff's Office will receive \$140,831.76 for dispatch services for FY 16/17. Quarterly payment breakdown as follows:

July – Sept 2016:	\$30,000
Oct – Dec 2016:	\$30,000
Jan – Mar 2017:	\$40,415.88
Apr – Jun 2017:	\$40,415.88

These payments will be applied to 150850-460162 [Tribal Dispatch – Services other agencies]. Increased revenue is included in the adopted FY 2016-2017 budget.

**RECOMMENDATION**

It is recommended that the Washoe County Board of County Commissioners: approve Interlocal Contract For Services between Washoe County Sheriff's Office and Pyramid Lake Tribal Police Department for Dispatch Services in the amount of [\$140,831.76 for FY 16/17] increasing to [\$161,663.52] for subsequent years.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

Move to approve Interlocal Contract For Services between Washoe County Sheriff's Office and Pyramid Lake Tribal Police Department for Dispatch Services in the amount of [\$140,831.76 for FY 16/17] increasing to [\$161,663.52] for subsequent years.

**INTERLOCAL CONTRACT FOR SERVICES**

**WASHOE COUNTY SHERIFF'S OFFICE AND**

**PYRAMID LAKE TRIBAL 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 Pyramid Lake Tribal Paiute Tribe, hereinafter the "Pyramid Lake Tribal 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 Pyramid Lake Tribal 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 Pyramid Lake Tribal 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 polices 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 Pyramid Lake Tribal Police Department, for the following purposes:

- A) To review and recommend to the County of Washoe and the Pyramid Lake Tribal 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 Pyramid Lake Tribal 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 Pyramid Lake Tribal Police Department Law Enforcement units while conducting law enforcement activities. Pyramid Lake Tribal 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**

- a. Pyramid Lake Tribal Police Department agrees to pay WCSO a flat fee of \$100,831.76 per fiscal year (\$30,000 quarterly) beginning July 1, 2016. Beginning January 1, 2017, Pyramid Lake Tribal Police Department agrees to pay WCSO a flat fee of \$161,663.52 annually to provide the services set forth herein (\$40,415.88 quarterly).

This cost may be recalculated and revised each fiscal year thereafter. The cost charged by the Sheriff to the Pyramid Lake Tribal Police Department on a quarterly basis for support of dispatch services performed by the WCSO on behalf of Pyramid Lake Tribal Police Department is payable on the 30<sup>th</sup> day of the month following the end of each quarter.

**VII. FREQUENCIES**

Each Party retains the ownership of its radio frequencies. The Sheriff will authorized Pyramid Lake Tribal 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 Pyramid Lake Tribal Police Department will be maintained by the Pyramid Lake Tribal Police Department at its own expense.

**IX. HOLD HARMLESS**

Washoe County, to the extent authorized by law, agrees to indemnify, save, and hold harmless Pyramid Lake Tribal 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. Pyramid Lake Tribal 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 Pyramid Lake Tribal 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 Pyramid Lake Tribal Police Department:

Pyramid Lake Tribal Police Department

200 South Hollywood St.

Nixon, NV 89424

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.

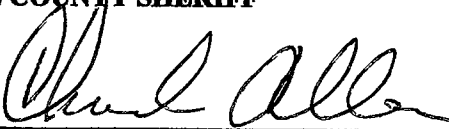
THIS CONTRACT IS EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

By \_\_\_\_\_  
Chair, Washoe County Commission

Attest: \_\_\_\_\_  
Washoe County Clerk

**WASHOE COUNTY SHERIFF**

By   
Chuck Allen, Sheriff

**PYRAMID LAKE TRIBAL POLICE DEPARTMENT**

By   
Chris Parsons, Chief

**PYRAMID LAKE TRIBAL CHAIRMAN**

By   
Vinton Hawley, Tribal Chairman



**PYRAMID LAKE PAIUTE TRIBAL COUNCIL**  
**P.O. BOX 256**  
**NIXON, NV 89424**  
**(775) 574-1000**

I, Brenda A. Henry, Tribal Secretary, certify that the Pyramid Lake Paiute Tribal Council approved the following request at their meeting held on May 6, 2016.

  
\_\_\_\_\_  
Brenda A. Henry, Tribal Secretary

Tribal Council approved the Interlocal Contract for Services between Washoe County Sheriff's Office and the  
\_\_\_\_\_  
Pyramid Lake Paiute Tribal Police Department for Dispatch Services with a vote of seven (7) for, zero (0)  
\_\_\_\_\_  
Opposed and zero (0) abstentions. \_\_\_\_\_  
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