

WASHOE COUNTY
And
CITY OF RENO
And
CITY OF SPARKS

Regional Emergency Operation Center (REOC)

And

Regional Emergency Communications Center (RECC)

FIRST AMENDED

Inter-Local and Occupancy Agreement

March 2012

**REGIONAL EMERGENCY OPERATION CENTER (REOC) AND
REGIONAL EMERGENCY COMMUNICATIONS CENTER (RECC)
FIRST AMENDED
INTER-LOCAL AND OCCUPANCY AGREEMENT
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**REGIONAL EMERGENCY OPERATION CENTER (REOC) AND
REGIONAL EMERGENCY COMMUNICATIONS CENTER (RECC)
FIRST AMENDED
INTER-LOCAL AND OCCUPANCY AGREEMENT**

1. Purpose and Intent of Agreement

1.1 This Agreement, effective _____, between the County of Washoe, the City of Reno, and the City of Sparks (participating agencies) provides for the operation of the Regional Emergency Operation Center (REOC) and the entire facility located at 5195 Spectrum Blvd., Reno, Nevada 89512, Assessor's Parcel Number 502-250-30 (Facility).

1.2 This Agreement is hereby amended to reflect the decision by the participating agencies to move Washoe County Dispatch (currently located in Incline Village, Nevada) to the second floor of the RECC to co-locate with Reno Emergency Communications Center. The participating agencies believe that co-location will create a more cost effective and efficient centralized dispatch center to better serve the interests of the public. The City of Sparks' dispatch center is located on Prater Way and is designated as a back-up Public Safety Answering Point (PSAP), which is a call center responsible for answering 911 calls for police, fire, and medical services.

1.3. The original Agreement entered and effective on June 1, 2003 is hereby superseded and all terms and provisions of this First Amended Agreement shall be effective upon signatures of all participating agencies.

1.4 Washoe County is the sole owner of the facility.

1.5 Facility shall reference the entire building, approximately 24,782 square feet. REOC shall reference the occupancy of the first floor, approximately 8,775 square feet. Regional Emergency Communications Center (RECC) shall reference the second floor, approximately 12,017 square feet. Mechanical area located on the first floor is 3,990 square feet.

1.6 The participating agencies acknowledge and accept that the City of Reno and Washoe County shall both operate the second floor of the facility as a co-located dispatch center which shall be referred to as the Regional Emergency Communication Center (RECC).

1.7 The REOC is the multi-jurisdictional coordination venue at which the participating agencies can come together to form a Multi-Agency Coordination (MAC) Group or Unified Command (UC). The participating agencies may also operate separate Emergency Operation Centers ("EOC's") for individual jurisdiction response to an emergency and/or disaster event.

1.8 The participating agencies recognize the need to have a single, permanently established, ready to operate REOC to perform individual and/or integrated response services in support of jurisdictional emergencies or larger regional emergencies and disasters involving two or more jurisdictions.

1.9 The participating agencies believe that the public will benefit by the co-location of existing communication and dispatch centers in the REOC. Co-locating the City of Reno dispatch and Washoe County dispatch will allow more efficient response times, reduction of transferred calls and of redundant services.

1.10 NRS 277.180 provides that public agencies may contract with each other to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

1.11 Nothing in this Agreement is intended to limit the participating agencies' jurisdictional authority over, and responsibility for, events occurring within their jurisdiction and responsibility for its separate assets, resources, personnel and equipment.

1.12 The participating agencies intend to coordinate, cooperate and communicate between themselves and assist each other in response to and recovery from separate individual emergencies or disasters and regional emergencies and disasters affecting two or more participating agencies.

1.13 In the event of a declared emergency, various cooperating entities may be requested by the participating agencies to provide services.

NOW THEREFORE, THE PARTICIPATING AGENCIES AGREE AS FOLLOWS:

2. *Regional Emergency Operation Center Goals*

The goal of this Agreement is to provide for the oversight and operation of the REOC, and to establish a single, secure and safe location for the participating agencies to accomplish the following:

- support public safety
- field Incident Commanders
- determine situational status
- coordinate and collaborate response strategies and activities
- make critical decisions and initiate policy level support for those decisions during emergency and disaster situations.

Initial, short, and long term recovery operations and strategic recovery planning are essential elements of emergency and disaster management and may be coordinated and performed at the Facility.

3. *REOC Services*

3.1 The participating agencies are the primary users of the REOC. This section related to the REOC does not apply to the operation and management of the RECC which is thereby excluded from this section as well as Sections 4, 5 and 6 of this Agreement.

3.2 The participating agencies agree that each of them will use similar EOC management systems, i.e. the Incident Command System (ICS) and the National Incident Management System (NIMS) to efficiently and effectively organize, delegate and manage the duties and responsibilities of strategies and tasks within the scope of emergency response and support for field incident command.

3.3 The participating agencies agree that regional-level emergency operations will typically be of the coordination-and-support variety. Given the nature of this role and the functions associated with it, the jurisdictions participating in joint emergency operations will in most cases come together as a Multi-Agency Coordination Group (MAC Group). A MAC Group may be established in multijurisdictional coordination situations where concurrent incidents are of different types and thus present different (non-competing) resource demands, or where the nature, scope, and magnitude of the incident(s) are such that local jurisdictions require resource management or other support but are otherwise capable of effective tactical incident management on their own.

Should a large, complex, multijurisdictional incident or multiple concurrent incidents demand a high level of coordination among jurisdictions, or if one or more jurisdictions were rendered incapable of effective incident management, the operational participating agencies may opt to establish a Unified Command (UC) rather than a MAC Group. A UC will have the same basic functions as a MAC Group, but it will also take on the added command and control role of incident management oversight.

3.4 The participating agencies agree to provide jurisdiction specific, individual and specialized equipment, maps, response procedure guidebooks and other material to effectively respond to an emergency or disaster event.

3.5 The participating agencies agree to a "turn key" operational concept of facility management and use, and agree to provide the necessary assistance, resources, coordination and cooperation necessary to affect a seamless emergency response operation for the region.

3.6 The participating agencies agree to the concept that each is solely responsible for its resources and that each may offer or decline to send its resources out of its jurisdiction if sending such resources is detrimental to the safety of its jurisdiction.

3.7 The participating agencies agree that in a regional emergency/disaster all efforts will be made to cooperate and assist each other and potential cooperating organizations in response, relief and recovery efforts.

3.8 The participating agencies agree to procure and use common and universal equipment and supplies to the extent such use is economical and practical.

3.9 The participating agencies agree to provide assistance in the preparation of grants and special funding requests for the enhancement of the REOC operation.

4. *REOC Governance*

4.1 The overall goal in governing the REOC shall be to establish a structure that supports the ongoing administration, operation and management throughout the term of this Agreement.

4.2 The REOC Joint Executive and Management Committees are established by this Agreement. The roles, duties and responsibilities of the Joint Executive and Management Committees are set forth in sections 5 and 6 below.

4.3 The governance objectives include:

4.3.1 Provide a structure that enables administrative and fiscal oversight of the operation and maintenance of the REOC by the participating agencies.

4.3.2 Establish an organization that facilitates decision-making.

4.3.3 Leverage resources where appropriate.

4.3.4 Develop an organization that will remain flexible and meet the needs of the participants over the term of the Agreement.

4.4 Washoe County is the sole owner of the Facility. Nothing in this Agreement affects the ownership of the Facility.

4.5 Washoe County will establish a separate budget unit to account for the administration, maintenance and operation of the facility.

4.6 A Facility Use Log shall be established for the first floor to monitor the use by the participating agencies.

5. *Joint Executive Committee Roles and Responsibilities*

5.1 Each of the participating agencies desires to participate in the governance of the REOC as a member of the Joint Executive Committee to be formed under the provisions of this Agreement.

5.2 The Joint Executive Committee shall:

5.2.1 Monitoring the implementation of the REOC.

5.2.2 Review and recommend each year's operating and maintenance budget for the REOC to the Washoe County Commission by January for the following fiscal year. (Nothing within this section shall lessen the authority and responsibility of Washoe County Department of Community

Services (DCS) to maintain the Facility in sound operating condition as defined within Section 7 below, and the responsibility of each participating agency to pay its proportionate cost thereof as provided for in Section 9 below).

- 5.2.3 Review and recommend the approval of major capital outlay for the REOC to the Washoe County Commission. (Nothing in this Section shall lessen the authority of the DCS to make emergency capital outlay purchases in the event of system failure in the REOC or the Facility without the prior approval of the Joint Executive Committee, and the responsibility of each participating agency to pay its proportionate cost thereof as provided for in Section 9 below of this Agreement).
- 5.2.4 Review, revise as necessary and recommend to the Washoe County Commission a five-year capital improvement plan for the facility as prepared by DCS.
- 5.2.5 Review and approve of operating policies and procedures for the REOC.
- 5.2.6 Oversee the development of long-range plans.
- 5.2.7 Adopt by-laws to govern the Joint Executive Committee and approve by-laws for the Joint Management Committee.
- 5.2.8 Receive and act upon recommendations from the Joint Executive Committee regarding the operation, maintenance and repair of the Facility.
- 5.2.9 Receive and act upon recommendations from the Joint Management Committee for the selection and purchase of additional equipment and capabilities, such as EOC software and essential equipment to enhance the operation of the REOC.
- 5.2.10 Receive and act upon recommendations from the Joint Management Committee regarding additional agency participation in the REOC.

5.3 Each participating agency will appoint its respective Manager to serve on the Joint Executive Committee. Each Manager shall designate one staff member to serve as an alternate.

5.4 The Joint Executive Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each fiscal year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside, act and conduct all meetings of the Joint Executive Committee. The secretary shall oversee the noticing of meetings, posting of the agendas and the distribution of the minutes.

5.5 The Joint Executive Committee shall conduct regular meetings every year and abide by the

provisions of the Nevada Open Meeting Law. The Joint Executive Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Joint Executive Committee.

5.6 A simple majority of the Joint Executive Committee constitutes a quorum for the transaction of business. All decisions shall require a majority vote of the members present.

5.7 Members of the REOC Joint Executive Committee shall vote on all items on the basis of one vote per agency.

5.8 A participating agency may not designate another participating agency to be its proxy for voting purposes.

5.9 In the case of Joint Executive Committee actions, an alternate member shall only have a voting right in the absence of the regular member.

6. *Joint Management Committee Roles and Responsibilities*

6.1 The participating agencies shall be entitled to the following representatives on the Joint Management Committee. The Washoe County representatives shall consist of its Emergency Management Program Manager or his designee or as may be directed and appointed by the Washoe County Commission. The City of Reno and City of Sparks representatives shall be their respective Emergency Management Coordinators, or their designees, or as may be directed and appointed by the respective City Councils.

6.2 The REOC Joint Management Committee shall have responsibility for and provide for the administration of the REOC as follows:

- 6.2.1 Review and recommend operating policies and procedures for the REOC to the Joint Executive Committee.
- 6.2.2 Review, revise as necessary, and recommend to the Joint Executive Committee, by December of each year, an annual operating and maintenance budget for the Facility, as prepared by the DCS with input from the REOC Joint Management Committee.
- 6.2.3 Review and recommend capital outlay for facility improvements to the Joint Executive Committee.
- 6.2.4 Review and recommend updated goals and objectives of the REOC to the Joint Executive Committee;
- 6.2.5 Review and recommend long-range plans to the Joint Executive Committee.

- 6.2.6 Review and recommend additional agencies to the REOC to the Joint Operating Committee.
- 6.2.7 Adopt by-laws to govern the Joint Management Committee's operations.
- 6.2.8 Establish additional working groups of staff from participating agencies (and potential cooperating agencies) to ensure relevant technical issues are thoroughly researched.

6.3 Joint Management Committee operations shall be conducted as follows:

- 6.3.1 The Joint Management Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each fiscal year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside, act and conduct all meetings of the Joint Management Committee. The secretary shall oversee the noticing of meetings, posting of agendas, and distribution of the minutes.
- 6.3.2 The Joint Management Committee shall conduct regular meetings, holding at least one regular meeting every year and abide by the Nevada Open Meeting Law. The Joint Management Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the committee.
- 6.3.3 The Joint Management Committee shall prepare agendas and keep minutes of meetings. Copies of the minutes shall be made available provided to the members as soon as possible after each meeting.
- 6.3.4 Each member of the Joint Management Committee and any sub-committees shall vote on all items on the basis of one vote per agency.
- 6.3.5 A participating agency may not designate another participating agency to be its proxy for voting purposes.
- 6.3.6 In the case of the Joint Management Committee actions, an alternate member shall only have a voting right in the absence of the regular member.
- 6.3.7 A simple majority of the Joint Management Committee constitutes a quorum for the transaction of business. All decisions shall require a majority of the members present.

7. *Washoe County Department of Community Services*

7.1 The DCS shall be the central point of contact for any Facility maintenance and repair. All personnel necessary to maintain and repair the equipment and Facility shall be under contract to Washoe County or employees of Washoe County and shall be responsible to the Washoe County Manager or designee.

7.2 The DCS shall serve in an advisory and staff function to the Joint Management Committee.

7.3 The DCS staff shall manage the day-to-day maintenance and repair of the Facility, with input from the RECC and the REOC Joint Management Committee, in sound operating condition in accordance with recognized standards for such facilities.

7.4 As the manager of the maintenance and repair of the Facility, Washoe County shall:

7.4.1 Through the DCS, maintain the Facility in good condition and repair including all such maintenance, repair and construction work as shall be required to preserve, maintain and repair walkways; parking areas and patios; common area, elevator, heating, ventilating, and air conditioning systems; trash disposal and other janitorial services; lighting and all utilities utilized in connection therewith; exterior roofs; exterior roof coverings; exterior supporting structures, walls and overhead roll-up doors; exterior and interior window cleaning; pest control; painting; cleaning of hard surface floors and carpeted areas and the shampooing of carpeted areas; telephone systems not necessary for the operation of the RECC; plumbing systems; security systems; interior walls; and electrical systems including the emergency generator. Excluded from the maintenance are items owned and/or operated by the Regional Emergency Communications Center. Each participating agency shall be responsible for maintaining its own equipment.

7.4.2 Through its Parks Department, maintain and repair external irrigation systems, gardening and landscaping areas; and provide snow removal for walkways and parking areas.

7.4.3. Obtain Joint Management approval for decisions related to alteration and modification of the Facility.

7.4.4 Develop contracts with vendors.

7.4.5 Acquire, hold or dispose of personal property necessary to operate the Facility.

7.4.6 Provide input to the Joint Management Committee for the annual capital outlay budget for the Facility by December to be presented to the Joint Executive Committee for review and approval prior to submission to the Washoe County Commission.

- 7.4.7 Make emergency repairs and capital outlay to the Facility, as required.
- 7.4.8 Provide operating reports and technical information as necessary to the Joint Management Committee.
- 7.4.9 Establish and maintain accounts and records, including personnel, property, financial and other records deemed necessary by the Joint Management Committee to ensure proper accounting for all ongoing operations and maintenance costs.

8. Facility

8.1 The participating agencies shall not alter, repair, modify, or change the premises of the Facility, without the express written permission and approval of the DCS.

8.2 The participating agencies agree and acknowledge that the use and occupancy of the second floor by the RECC shall be a 24/7 operation. The RECC staff shall have the unrestricted use of the first floor gym, locker and kitchen areas. The expenses relative to the second floor occupancy shall be paid as part of the contribution provided by the City of Reno and Washoe County, as specified in Section 9 below. The gym equipment located on the first floor is owned by the City of Reno. Any employee of Washoe County that intends to use said equipment must sign a waiver of liability for such use.

8.3 The Washoe County Emergency Management Program Manager, with the assistance of and collaboration with the Joint Management Committee, shall be responsible for the use of the REOC, to include coordinating the following:

- 8.3.1 Use of the REOC by the participating agencies.
- 8.3.2 Development and updating of procedures to test and verify the operational readiness of the REOC.
- 8.3.3 Development of procedures for the activation and operation of the REOC by any of the participating agencies.
- 8.3.4 Notification to the DCS of the need for maintenance and repair of the Facility and communicating to the participating agencies such notification and the response of the DCS.

9. Participating Agency Costs

9.1 Commencing immediately upon occupation of the RECC by Washoe County and execution of this First Amended Agreement, the estimated first year annual operating, maintenance and repair costs for the Facility will be as follows: City of Reno – 47%, Washoe County – 44%, and Sparks – 9%.

9.2 Ongoing operating, maintenance, repair, and capital outlay costs shall be shared equitably by the participating agencies and shall be based on the proportionate share of space in the REOC and RECC in use by each the participating agency as a percentage of the total space (including shared support spaces and building circulation). This proportionate share for participating agencies participating at the time this First Amended Agreement was adopted is reflected in the table below.

Participating Agency	Allocated Space	Allocation of Costs
City of Reno	Share of RECC - Dispatch Center	34%
City of Reno	Proportion of shared support spaces and building circulation and share of REOC	13%
Washoe County	Share of RECC - Dispatch Center	23%
Washoe County	Proportion of shared support spaces and building circulation and share of REOC	21%
City of Sparks	Proportion of shared support spaces and building circulation and share of REOC	9%
Total		100%

The DCS will invoice the participating agencies quarterly for their shares of the actual expenses incurred. Within 120 days after the closing of the fiscal year, the DCS shall provide a reconciliation report reflecting the total cost of all expenses for the Facility, and payments received, and any amounts remaining to be paid. Thereafter the percentage contributions set forth will be reviewed by the Joint Management Committee in connection with the annual budget for the Facility and adjusted accordingly.

9.3 An agency desiring to become a participating agency in the REOC/RECC subsequent to the adoption of this Agreement shall be responsible for paying their pro rata share of the expenses related to the total Facility and this Agreement.

9.4 Monthly Operating, Repair, Maintenance and Capital Outlay Charges

9.4.1 The costs of ongoing operations, maintenance, repair, and capital outlay of the Facility shall be allocated to the participating agencies as provided in Section 9.1 above.

9.4.2 The budget shall remain in effect for a period of one fiscal year. The billing shall be quarterly for actual expenses and the facility infrastructure preservation fund. The budget will be adjusted annually based upon actual expenses, the applicable facility infrastructure preservation fund and be

submitted for approval of the Joint Executive Committee and the Washoe County Commissioners.

9.4.3 Costs and expenses that are considered to be shared by the participating agencies are those incurred by the DCS for the benefit of the participating agencies as such costs and expenses pertaining to the maintenance, repair, facility infrastructure preservation fund and operation of the Facility. Such costs and expenses shall include, as budget line items, the following at a minimum:

9.4.3.1 Personnel salaries and fringe benefits of personnel who provide direct and indirect support for the Facility, based on hours actually worked in support and maintenance of the facility.

9.4.3.2 Services and supplies such as information technology fiber, utilities, parts, contractual services.

9.4.3.3 Facility infrastructure preservation fund shall be 5% of the annual operating and maintenance budget subject to adjustment by the Joint Executive Committee.

9.4.3.4 Authorized capital outlay expenditures.

9.4.3.5 County-wide overhead charges, wages, benefits and overhead of personnel assigned to or assisting with the operation of the Facility and the administration of this Agreement, will be based on the hours actually worked maintaining the Facility.

9.4.3.6 Other expenditures recommended by the Joint Executive Committee, and approved through the budget process.

9.5 Each participating agency shall bear, at its own expense, the operating, repair, maintenance, and capital outlay costs incurred solely for its own benefit (e.g., office furniture).

9.6 Each participating agency shall reimburse the DCS for the costs of repair or damage beyond ordinary wear and tear caused by that participating agency. DCS shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear. This provision does not apply to claims covered under any property coverage or insurance.

9.7 Each participating agency shall make payment to the DCS within thirty (30) calendar days of receipt of the invoice. A five percent (5%) late charge shall be imposed upon payments not received by the DCS within thirty (30) calendar days following the scheduled dates for payment. If a charge is not paid in full within sixty (60) calendar days following any scheduled due date, the participating agency shall be in default and subject to immediate and automatic termination in accordance with Section 15 of this Agreement.

10. Responsibility for Equipment

Unless otherwise determined by separate agreement, the DCS is responsible for maintenance, repair, and operation of the Facility and all electrical and telephonic equipment of the REOC. The Washoe County Information Technology Department shall be responsible for all fiber connectivity for the Facility. Excluded from the maintenance are items owned and/or operated by the Regional Emergency Communications Center. Each participating agency shall be responsible for maintaining its own equipment.

11. Hold Harmless and Indemnification

11.1 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each party will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from its negligent acts, or errors or omissions or that of the party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.

11.2 To the extent allowed by law, pursuant to Nevada Revised Statutes, Chapter 41, and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, each party agrees to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause arising out of the negligent acts or errors or omissions of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

11.3 To the extent allowed by law, the participating agencies agree that they are joint employers for the purpose of Workers Compensation as set forth in NRS Chapters 616A – 166D.

12. Insurance

12.1 Each participating agency agrees to purchase insurance or maintain a statutorily authorized self-funded program to provide for any financial responsibilities for liability arising out of this Agreement. .

12.2 Washoe County will obtain quotes for property insurance on an all risk, replacement cost basis for coverage of the Facility. Washoe County will develop a charge for losses within its deductibles under the property insurance charge. The costs of insurance will be prorated among the participating agencies on an annual basis pursuant to Section 9.1 of this Agreement. The charge for losses with deductibles shall be based on actual losses incurred within the deductible, not expected losses, and shall be charged back to the participating agencies as set forth below.

12.3 In the event that a liability claim is made or a lawsuit is filed against any of the participating agencies or any individual participating agency related to the use and operation of the Facility, there shall be a meeting between the Risk Managers from each participating agency to discuss how to best address the claim or lawsuit.

12.4 Should the participating agencies agree to settle any claim or lawsuit, the Risk Managers

and attorneys for the participating agencies will make recommendations directly to the Joint Executive Committee.

13. *Term of Agreement*

The initial term of the Agreement shall be for such length of time that the Facility is used for the purpose of the REOC; or for 5 years, whichever occurs first. This Agreement may be renewed, with the consent of all parties, for two (2) additional five (5) year terms.

14. *Agreement Modification; Entire Agreement*

14.1 This Agreement may only be amended with the approval of all participating agencies. Prior to processing an amendment, a recommendation shall be requested from the Joint Executive Committee and the Joint Management Committee.

14.2 This Agreement constitutes the entire agreement of the participating agencies and any previous oral or written agreements are superseded by this Agreement.

14.3 This Agreement may be executed in counterpart originals, each of which when taken together will constitute one document.

15. *Termination of Agreement*

15.1 Voluntary Termination

15.1.1 Any participating agency wishing to terminate participation prior to the end of the term of this Agreement must provide no less than a six (6) month written notice of intent to terminate participation.

15.2 Any participating agency voluntarily terminating in accordance with this Section shall forfeit all rights as a participating agency to the REOC, and promptly pay all amounts due under the term of this Agreement.

15.2 Involuntary Termination

15.2.1 The failure of any participating agency to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that agency's involuntary termination from participation.

15.2.2 A participating agency in breach of any of the terms of this Agreement must be notified in writing that, unless it comes into compliance within 30 days of receipt of written notice, its participation in the REOC may be involuntarily terminated.

15.2.3 If the participating agency fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Joint Management Committee. Upon a majority vote, the Joint

Management Committee will recommend to the Joint Executive Committee that the agency be involuntarily terminated.

15.2.4 Upon a majority vote, the Joint Executive Committee will notify the agency that its participation in the REOC is terminated and that it will forfeit any claim to any REOC assets. This section applies to RECC participation as well.

15.2.5 Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from any participating agencies.

15.2.6 A participating agency terminated for late or non-payment of amounts due forfeits any claim to any REOC asset or any use of the Facility.

16. *No Third Party Beneficiaries.*

The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the participating agencies.

17. *Applicable Laws.*

This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. In addition, this Agreement shall not be interpreted for or against any party by reason of which party drafted its provisions. Titles and subsections to this Agreement are for reference purposes only.

18. *Assignment.*

Any assignment of this Agreement requires the written mutual consent of the parties prior to becoming operational. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

19. *Notice.*

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

City Manager
City of Reno
P.O. Box 1900
Reno, NV 89505

cc: Chief Civil Deputy City Attorney

P.O. Box 1900
Reno, NV 89505

Assistant Sheriff, Administration
Washoe County Detention Facility
911 Parr Blvd.
Reno, NV 89512

Deputy District Attorney
Civil Division
Washoe County District Attorney
P.O. Box 30083
Reno, NV 89520

City Manager
City of Sparks
P.O. Box 857
Sparks, NV 89432-0857

20. *Waiver.*

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

21. *Severability.*

In case any one of more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

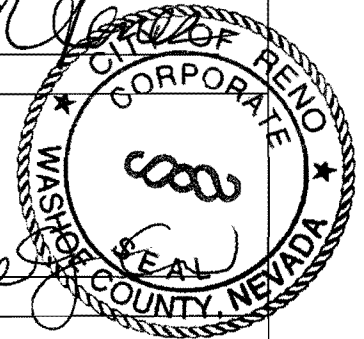
22. *Entire Agreement.*

This Agreement contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance herein.

IN WITNESS WHEREOF, the parties hereto do affix their signatures:

[SIGNATURES CONTINUED ON NEXT PAGE]

<p>Date:</p> <p>County of Washoe</p> <p>By: _____ Chairman, Washoe County Commission</p>	<p>Attest:</p> <p>By: _____ Washoe County Clerk</p>
	<p>Approved as to Form:</p> <p>Date:</p> <p>By: _____ Deputy District Attorney</p>
<p>Date: 4-04-12</p> <p>City of Reno</p> <p>By: <u>David Aiazzi</u> DAVID AIAZZI Mayor for ROBERT A. CASHELL, SR.</p>	<p>Attest:</p> <p>By: <u>Immeton</u> Reno City Clerk</p>
	<p>Approved as to Form:</p> <p>Date: 4-13-12</p> <p>By: <u>Gallagher</u> Deputy City Attorney</p>
<p>Date:</p> <p>City of Sparks</p> <p>By: _____ Mayor</p>	<p>Attest:</p> <p>By: _____ Sparks City Clerk</p>
	<p>Approved as to Form:</p> <p>Date:</p> <p>By: _____ City Attorney</p>



Date: 3/27/12 County of Washoe By: <u>Robert M. Saville</u> Chairman, Washoe County Commission	Attest: By: <u>Dorey L. D. H., Chief Deputy</u> Washoe County Clerk
	Approved as to Form: Date: 3/27/12 By: <u>Paul McSpaul</u> Deputy District Attorney
Date: City of Reno By: _____ Mayor	Attest: By: _____ Reno City Clerk
	Approved as to Form: Date: By: _____ Deputy City Attorney
Date: City of Sparks By: _____ Mayor	Attest: By: _____ Sparks City Clerk
	Approved as to Form: Date: By: _____ City Attorney