

**REGIONAL PUBLIC SAFETY TRAINING CENTER**  
**INTERLOCAL AGREEMENT BETWEEN**  
**WASHOE COUNTY, CITY OF RENO, AND CITY OF SPARKS**

This Agreement shall become effective upon execution by the Partnering Agencies and shall expire on June 30, 2024. This Agreement supersedes and replaces any and all previous agreements.

1. Purpose and Intent of Agreement

- 1.1 This amended Interlocal Agreement (Agreement) between Washoe County, the City of Reno and the City of Sparks (Partnering Agencies) provides for the operation of the Regional Public Safety Training Center (RPSTC) and supersedes any and all agreements previously entered into for the operation of said facility.
- 1.2 NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking. Washoe County, the City of Reno and the City of Sparks are public agencies that seek to enter into this Agreement for the collective goal of providing a facility for use, training and educational programs of the Partnering Agencies that enhance public safety and interagency communication.
- 1.3 Washoe County is the sole owner of the RPSTC. Nothing contained in this Agreement shall affect Washoe County's ownership of the RPSTC. Washoe County is the day-to-day manager of the RPSTC subject to the guidance of the Manager's Board and the Executive Board.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2. Partnering Agencies

- 2.1 The Partnering Agencies shall refer to Washoe County, the City of Reno and the City of Sparks.

3. Regional Public Safety Training Center Purpose

- 3.1 The purpose of this Agreement is to engage in regional and cooperative planning and coordination of government services to establish an area-wide facility for use, training and educational programs that will be responsive to the needs of the Partnering Agencies and enhance public safety training and interagency communications.

4. Regional Public Safety Training Center Governance

- 4.1 The overall goal in governing the RPSTC shall be to establish operational, executive, and management structures that will provide the opportunity for Partnering Agencies to

actively participate in the ongoing administration and management throughout the term of this Agreement.

4.2 The RPSTC Manager's Board and Executive Board are established by this Agreement. The duties and responsibilities of the Manager's Board and Executive Board are set forth in Sections 5 and 6. All boards and committees shall follow the open meeting law NRS Chapter 241.

4.3 The governance objectives include:

4.3.1 Providing a structure that enables administrative and fiscal review of the operation and maintenance of the RPSTC by the Partnering Agencies;

4.3.2 Establishing an organization that facilitates decision-making;

4.3.3 Allowing for upkeep and maintenance of the RPSTC;

4.3.4 Developing an organization that will remain flexible and meet the needs of the Partnering Agencies and facility users during the term of the Agreement.

## 5. Manager's Board

5.1 The Manager's Board consists of the Washoe County Manager, Reno City Manager, and Sparks City Manager.

5.1.1 The Executive Board Chair and the Center Director will attend Manager's Board meetings as non-voting members.

5.2 Role, duties, and responsibilities of the Manager's Board.

5.2.1 To meet at least annually to carry out the following duties and responsibilities:

5.2.1.1 Approve the five-year Capital Improvement Plan;

5.2.1.2 Review and approve the annual RPSTC budget as defined in Section 10.2 on or before March 1st. The budget shall be prepared for submittal by the Executive Board on or before February 1st;

5.2.1.2.1 Review and approve the Funding Formula, which is attached as Exhibit A and incorporated by reference, on an annual basis to determine the percentage amount each Partnering Agency contributes annually to the RPSTC based upon its proportionate use.

5.2.1.2.2 Review and approve expenditures outside the annual budget in excess of \$5,000. Washoe County Public Works Department must approve significant changes to the facility.

- 5.2.1.3 Approve the Operations Manual to govern the functioning of the RPSTC;
  - 5.2.1.4 Serve to resolve conflicts in accordance with Section 15;
  - 5.2.1.5 Review Washoe County's ability to operate and maintain the RPSTC;
    - 5.2.1.5.1 In the event the Manager's Board is dissatisfied with Washoe County's ability to manage the RPSTC, any member of the Manager's Board can request a meeting to review the issues. If the issues cannot be resolved, the matter may be treated in accordance with Section 15.
  - 5.2.1.6 Washoe County Manager will provide staff to provide notice of meetings, prepare and post agendas and take minutes at Washoe County's expense;
  - 5.2.1.7 Approve other agencies who seek to become Partnering Agencies on a case-by-case basis.
- 5.3 The majority of the Manager's Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a majority of the members present. Actions shall be determined by a majority of members present at a meeting when a quorum exists.
- 5.4 A Manager's Board member may not designate another Manager's Board member to be their proxy for voting purposes.
- 5.4.1 In the case of an absence of a Manager's Board member, an appointed alternate shall only have a voting right in the absence of the regular member. The alternate shall be appointed by their respective manager.
- 5.5 The Manager's Board may establish sub-committees as needed to address operational, technical and financial issues and member concerns in the furtherance of this Agreement.
6. Executive Board
- 6.1 The Executive Board consists of the following:
    - Reno Police Chief
    - Reno Fire Chief
    - Sparks Police Chief
    - Sparks Fire Chief
    - Washoe County Sheriff
    - Truckee Meadows Fire Protection District Chief

- 6.1.1 In the event of removal, resignation, or death of a member, the Partnering Agency shall promptly appoint a successor to fill the position and inform the Executive and Manager's Boards of the successor.
- 6.1.2 The Center Director will attend meetings of the Executive Board but does not have voting rights.
- 6.2 The majority of the Executive Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a majority of the members present. Actions shall be determined by a majority of members present at a meeting when a quorum exists.
- 6.3 Members of the Executive Board shall vote on all items on the basis of one vote per Executive Board position, i.e., one vote for Reno Fire Chief's position.
- 6.4. A Partnering Agency may appoint an alternate to attend and vote at the Executive Board in the absence of a regular member.
- 6.5 Another Executive Board member may not be appointed as an alternate for voting purposes.
- 6.6 Role, duties, and responsibilities of the Executive Board:
  - 6.6.1 The Washoe County Sheriff shall serve as the permanent Chair of the Executive Board.
  - 6.6.2 At the first meeting at the beginning of each fiscal year (July 1 through June 30), the Executive Board shall elect a Vice-Chair. The Vice-Chair position shall alternate between fire and law enforcement. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair.
  - 6.6.3 The Chair shall preside at and conduct all meetings of the Executive Board.
  - 6.6.4 The Washoe County Sheriff shall serve as the primary point of contact for the Center Director.
  - 6.6.5. Washoe County will designate staff from the RPSTC to provide notice of meetings, prepare and post agendas and take minutes. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members of the Executive Board and the Manager's Board.
  - 6.6.6 The Executive Board will carry out the following duties and responsibilities:
    - 6.6.6.1 Develop the RPSTC Operations Manual and submit to Manager's Board for approval;
    - 6.6.6.2 Review the annual operating budget for the RPSTC, as defined in Section 10.2, as prepared by the Center Director and submit a

proposed budget to the Manager's Board on or before February 1 of each year;

- 6.6.6.3 Review expenditures and oversee the RPSTC accounts to insure budgetary compliance;
- 6.6.6.4 Review and approve major expenditures (of less than \$5,000) outside of the normal operating budget. Washoe County Public Works Department must approve significant changes to the facility;
- 6.6.6.5 Submit for review and approval to the Manager's Board the five-year Capital Improvement Plan for the RPSTC;
- 6.6.6.6 Review and approve the annual training plan and schedule for the RPSTC as prepared by the Center Director;
- 6.6.6.7 Meet at least quarterly to conduct business. The Board may conduct additional meetings as needed based upon the press of business.

## 7. Role of Washoe County

- 7.1 As the day-to-day manager of maintenance and repair of the RPSTC, Washoe County shall have the responsibility to:
  - 7.1.1 Maintain the RPSTC in good condition and repair in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work as shall be required but is not limited to: all structures, utilities, walkways, HVAC systems, electrical systems, plumbing systems and all components of the interior and exterior of all structures, including painting. Maintenance will be to the same standard as other County buildings are maintained and preventive maintenance will be to industry standards and manufacturers' recommendations;
  - 7.1.2 Maintain all roads, parking areas (public, secure, and training staging and operations), metro street area, and patios. Maintain the skid pad, perception reaction course, Emergency Vehicle Operator's Course (EVOC), shooting range, and burn tower;
  - 7.1.3 Contract all custodial functions to include cleaning, trash removal, window and carpet cleaning, and other specialty cleaning as may be needed;
  - 7.1.4 Maintain all landscaping and irrigation systems, and perform snow and ice removal;
  - 7.1.5 Maintain fire training props (exterior and interior);
  - 7.1.6 Contain, collect, and abate lead expended at the arms qualification range;

- 7.1.7 Develop facility management contracts with vendors;
  - 7.1.8 Make emergency repairs as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the RPSTC functional. Emergency repairs must be approved by the Chair of the Executive Board and ratified by the Manager's or Executive Board, depending on the cost of the repairs;
  - 7.1.9 Establish and maintain all accounts and records, including personnel, property, financial, project management, and other records as required by Washoe County to ensure proper accounting for all ongoing operations and maintenance costs. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules;
  - 7.1.10 Provide notice of scheduled maintenance or repair that could be potentially disruptive to RPSTC operations.
- 7.2 Center Director. The RPSTC Director (Center Director) shall be appointed by and serve at the pleasure of the Washoe County Sheriff as provided herein and shall be in the unclassified service of Washoe County.
- 7.2.1 Appointment of the Center Director.
    - 7.2.1.1 Washoe County Human Resources will oversee the recruitment process of the Center Director. Washoe County Human Resources will notify the Managers for the Partnering Agencies and invite one representative from each Partnering Agency to participate in the selection process. The Manager shall designate the representative.
    - 7.2.1.2 The members participating in the selection process will make a recommendation to the Sheriff of Washoe County from those qualified candidates participating in the selection process.
    - 7.2.1.3 After considering the recommendation, the Sheriff of Washoe County will select the Center Director from the qualified candidates participating in the selection process.
  - 7.2.2 Evaluation of Center Director
    - 7.2.2.1 The Manager's and Executive Boards may make recommendations to the Sheriff regarding the Center Director's annual performance. When the Sheriff is preparing to conduct the Director's evaluation, the Sheriff agrees to consider the Boards' recommendations. The Sheriff may use additional criteria in evaluating the Director's performance.
  - 7.2.3 Vacancy in Center Director's Position

- 7.2.3.1 If the Center Director's position becomes vacant while this Agreement is in effect, Washoe County agrees to provide an interim Center Director subject to selection of a new Director as outlined herein.
  - 7.2.3.2 All cost for recruitment and selection for the position of Center Director shall be paid for by the RPSTC Budget.
  - 7.2.3.3 The salary and benefits of the Center Director or interim Center Director shall be paid for by the Center Budget. If the cost of an interim Center Director exceeds the budgeted amount, upon the approval of the Manager's Board, the Partnering Agencies agree to share the excess amount in the percentage set forth in the Funding Formula, attached as Exhibit A and incorporated by reference.
- 7.3 Washoe County shall be responsible for engineering, operating, administering, maintaining and repairing the technology and supporting infrastructure for the RPSTC.
- 7.3.1 Each Partnering Agency shall be responsible for the costs of repair or damage, beyond ordinary wear and tear, to technology and infrastructure the RPSTC caused by that Partnering Agency. Washoe County shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and invoice the Partnering Agency accordingly. Any disputes shall be handled in accordance with Section 15.
  - 7.3.2 No tactical training activities shall occur on the roofs of the administration and armory buildings. All Partnering Agencies, and any other users of the RPSTC, will comply with this prohibition.
  - 7.3.3 Washoe County is the owner of the RPSTC and its fixtures. Participating Agencies are responsible for their own property that is housed at the RPSTC.
  - 7.3.4 Washoe County will annually assess Partnering Agencies for accounts that will be used for major repairs and capital outlays. This assessment will be included in the annual budget as defined in Section 10.2 and maintained as provided in Section 10.7.

## 8. Operations Plan and Annual Training Schedule

- 8.1 Priority for the utilization and operation of the RPSTC shall be given to the Partnering Agencies.
- 8.2 The Center Director will develop an Operations Manual to be submitted to the Executive Board for review and approval. The Operations Manual will include but is not limited to the following:
  - 8.2.1 Scheduling procedures (including a classroom utilization plan for each fiscal year);

- 8.2.2 Rental fees for non-partnering agencies;
- 8.2.3 Agency responsibilities when using the RPSTC;
- 8.2.4 Policies and procedures for using the RPSTC and props.

8.3 The Center Director will develop an annual schedule for the RPSTC by September 15 for the following calendar year. This schedule shall prioritize all the received requests for facility usage from all the Partnering Agencies. The schedule should optimize use of the RPSTC. The schedule will be submitted to Executive Board for review and approval.

8.4 The Center Director shall be responsible for the maintenance, operation, and repair of vehicles utilized by the RPSTC and for maintaining such vehicles in sound operating condition in accordance with generally recognized and accepted preventive maintenance standards for such vehicles.

## 9. Use of Facility

9.1 Partnering Agencies shall not alter, repair, modify, or change the premises of the RPSTC without the express written permission and approval of the Washoe County Public Works Department and/or Washoe County Commission.

9.2 Each Partnering Agency reserves the right to use its own instructors for the Agency's training.

## 10. Budget, Finances and Partnering Agency Costs.

10.1 The annual budget for the RPSTC, as defined in Section 10.2, shall be shared by the Partnering Agencies based upon proportionate use. All Partnering Agencies agree to pay their annual contributions based on the funding formula approved by the Manager's Board as set forth in Section 10.1.4.

10.1.1 The Executive Board is responsible for reviewing the annual budget submitted by the Center Director. Once finalized, the Executive Board shall submit the annual budget to the Manager's Board on or before February 15<sup>th</sup>.

10.1.2 The Manager's Board has final approval of the annual budget. The annual budget shall be approved on or before March 1st.

10.1.3 At the time it considers approval of the annual budget, the Manager's Board will review and approve the Funding Formula, which is attached as Exhibit A and incorporated by reference, to determine the percentage each Partnering Agency shall contribute to the annual budget based upon the Partnering Agency's proportionate use of the RPSTC.

10.1.4 Prior to the adoption of the proposed budget by the Manager's Board, a final prior year actual expenditure report and revenue report for non-partner agencies



for the RPSTC shall be provided to the Partnering Agencies by the Center Director.

- 10.2. The RPSTC annual budget will include, but is not limited to, the following:
  - 10.2.1 Authorized personnel salaries and benefits;
  - 10.2.2 Services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, and contractual services;
  - 10.2.3 Expenditures related to facility repair, operations and maintenance;
  - 10.2.4 Annual budgeted contributions to capital improvement and contingency funds;
  - 10.2.5 Property insurance;
  - 10.2.6 Other expenditures approved by the Executive and/or Manager's Boards; and
  - 10.2.7 Technology.
- 10.3 Each Partnering Agency shall bear at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e. Partnering Agency provided office furniture, ammunition, fire and police training equipment used by each jurisdiction, etc.).
- 10.4 Each Partnering Agency shall bear, at its own expense, the costs of consumable supplies for its own specific training exercises (i.e., fuel for the fire simulator).
- 10.5 Washoe County shall invoice each Partnering Agency on an annual basis for their proportionate share of the budget by June 30th for the upcoming fiscal year.
- 10.6 Each Partnering Agency shall reimburse RPSTC for the costs of repair of damage, beyond ordinary wear and tear caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Manager's and Executive Boards. This provision does not apply to claims otherwise covered by insurance.
- 10.7 Washoe County will administer the financial activities of the RPSTC in a separate fund (RPSTC Fund) in accordance with general accepted accounting principles.
  - 10.7.1 Expenditures not otherwise approved in the annual budget, require the approval of the Executive Board. Expenditures not otherwise approved in the budget in excess of \$5,000 require approval of the Manager's Board.
    - 10.7.1.1 Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center RPSTC functional. Emergency repairs must be approved by the Chair of the Executive Board and

ratiated by the Manager's or Executive Board, depending on the cost of the repairs.

- 10.7.2 Washoe County will receive and separately account for all income belonging to the RPSTC Fund, including the Partnering Agencies' annual contributions and outside rental income. Washoe County will provide an annual report at the end of each fiscal year. The report will be provided to the Partnering Agencies upon request.
- 10.7.3 All monies not expended in the RPSTC Fund will remain the property of the RPSTC Fund and roll forward into the next fiscal year.
- 10.7.4 Any interest earned on the monies in the RPSTC Fund, after deducting applicable bank charges, must be credited to the RPSTC Fund.
- 10.8 Each Partnering Agency shall make payment to Washoe County within sixty (60) calendar days of receipt of the invoice. If these fees are not paid in ninety (90) days, the Partnering Agency shall be in default and subject to immediate and automatic termination in accordance with Section 14 of this Agreement. The Partnering Agency remains liable for any amounts due under this Agreement even if terminated from the Agreement.
- 10.9 RPSTC Budget, Accounts and Purchasing Requirements.
  - 10.9.1 The RPSTC Fund is subject to oversight and control of the Executive Board and Manager's Board.
  - 10.9.2 Washoe County will follow the purchasing requirements as required by Nevada law.
  - 10.9.3 Washoe County will administer the RPSTC Fund. The annual budget will be reviewed and approved by the Manager's Board.
  - 10.9.4 The Partnering Agencies agree to pay the annual contribution based upon the Funding Formula approved by the Manager's Board, which is set forth in Exhibit A and incorporated by reference, and any subsequently approved expenditures outside the annual budget.

## 11. Hold Harmless and Indemnification

- 11.1 The Partnering Agencies agree that each 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 Partnering Agency arising from any negligent acts, errors or omissions of that Agency's employees or agents in connection with work responsibilities performed pursuant to this Agreement or use of the facility. The Partnering Agencies reserve the right to use any defenses allowed by law.

- 11.2 The Partnering Agencies further agree to the extent allowed by Nevada law that they are joint employers for the purpose of Workers Compensation.

## 12. Insurance

- 12.1 Partnering Agencies mutually agree to provide for their financial responsibilities for liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded program pursuant to Nevada law.
- 12.2 Washoe County will obtain quotes for property insurance on an “all risk replacement cost basis” for coverage of the RPSTC. Washoe County will develop a charge for losses within its deductibles under the property insurance charge. The costs of insurance and the charge for losses with deductibles will be pro-rated among the Partnering Agencies on an annual basis, as established in Section 10.
- 12.3 In the event a liability claim or lawsuit is filed against the Partnering Agencies or any individual Partnering Agency related to the use and operation of the RPSTC, there shall be a meeting between the Risk Managers from each Partnering Agency to discuss how best to address the claim or lawsuit.
- 12.4 Should the parties agree to settle any claim or lawsuit against the RPSTC, the Risk Managers and attorneys representing parties to the claim or lawsuit will make recommendations to the Manager’s Board.

## 13. Agreement Modification

- 13.1 This Agreement may only be amended at the direction and with the approval of a majority of the Manager's Board members. Prior to processing an amendment, a recommendation may be provided by the Executive Board. Any modification of this Agreement must be in writing.
- 13.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.
- 13.3 Addition of Members. The Manager’s Board may approve the addition of Partnering Agencies. The addition shall become effective upon the execution of a counterpart of this Agreement by such entity and the delivery of such executed counterpart to the Washoe County Manager.

## 14. Term and Termination of Agreement

- 14.1 This Agreement shall become effective upon execution by the Partnering Agencies and shall expire on July 1, 2024 (Initial Term). Upon expiration of the Initial Term, this Agreement shall automatically renew for two additional successive 5 year terms unless a Partnering Agency provides written notice of non-renewal at least 6 months prior to

the end of the then-current term. This Agreement supersedes and replaces any and all previous agreements.

## 14.2 Voluntary Termination

14.2.1 Any Partnering Agency wishing to terminate participation prior to the end of the term must provide written notice of intent to terminate. The written notice must be received no later than 180 days before the annual budget is approved by the Manager's Board or the Partnering Agency seeking voluntary termination remains financially liable for its proportionate share of funding for the upcoming fiscal year.

14.2.2 Any party voluntarily terminating in accordance with this section shall forfeit any contribution made to the annual budget.

14.2.3 Subsequent to a voluntary termination and payment of all financial contributions, the Agency may rent space at the RPSTC under the same terms and condition as any other non-participating agency.

## 14.3 Involuntary Termination

14.3.1 The failure of any Agency to adhere to the terms and conditions of this Agreement, including timely payment of financial contributions due, may constitute grounds for that Agency's involuntary termination from participation.

14.3.2 A Partnering Agency in breach of any of the terms of this Agreement must be notified in writing that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the RPSTC may be involuntarily terminated.

14.3.3 If the Agency fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board. Upon a majority vote, the Executive Board will recommend to the Managers' Board that the Agency be involuntarily terminated.

14.3.4 The Managers' Board will provide the Agency an opportunity to appear before it and to show why its participation in the RPSTC should not be involuntarily terminated. The failure of the Agency to appear shall constitute a waiver of any future right to do so.

14.3.5 Upon a majority vote, the Managers' Board will notify the Agency in writing that its participation in the RPSTC is terminated and that it will forfeit any claim to its annual contributions and RPSTC assets.

14.4 Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies.

14.4.1 A Partnering Agency terminated for late or non-payment forfeits any claim to any RPSTC assets or use of the RPSTC as a partner.

## 15. Conflict Resolution

15.1 All parties to this Agreement shall make every good faith effort to resolve conflicts among themselves. If resolution is not obtained, any involved party can submit a grievance to the Executive Board for consideration. If settlement of the issue cannot be reached between the grieving party and the Executive Board, the matter shall be submitted to the Manager's Board for consideration. If no resolution can be reached, the matter shall be submitted to binding arbitration.

15.2 The arbitrator shall be selected by the Manager's Board.

15.3 It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the matter, which shall be binding in nature, except as to issues of law.

15.4 Each party to a hearing before an arbitrator shall bear its own expenses, including attorney's fees. Each party to an arbitration shall bear the fees and cost of an arbitrator equally.

15.5 This section does not apply to personnel grievances.

## 16. No Third Party Rights Created

16.1 Nothing contained in this Agreement confers any right or benefit to any person, (including, but not limited to, those persons employed by Washoe County and members of the Manager's and Executive Board) or entity not a party to this Agreement.

16.2 The conflict resolution procedure outlined in Section 15 may not be utilized for personnel grievances.

## 17. Nonappropriation

This Agreement extends beyond the terms of the members of the governing bodies of the Partnering Agencies who are presently in office and are voting on its approval, and as a result, under NRS 244.320, unless otherwise provided by law, this Agreement is binding beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by the future governing body of a Partnering Agency or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor a Partnering Agency's obligations under this Agreement, the Partnering Agency shall immediately notify the Manager's Board of such occurrence and shall withdraw from this Agreement in accordance with Section 14.

18. Notices

18.1 Any notice required or permitted to be made under this Agreement shall be in writing and shall be delivered at the principal place of business of each Partnering Agency. The parties may give notice by personal delivery, email or fax.

18.2 All written notices will be deemed given on the date of personal delivery or the date of transmission when sent by email or fax.

19. Governing Law. This Agreement is made and to be performed in the County of Washoe, State of Nevada, and as such, Nevada substantive and procedural law shall apply.

20. Agreement May Be Executed In Counterparts

20.1 This Agreement may be executed in counterparts and is binding only when all Partnering Agencies have executed and delivered a counterpart to the Manager of Washoe County who shall be the Custodian of this Agreement and shall distribute signed copies to all of the parties who have executed it.

**REGIONAL PUBLIC SAFETY TRAINING CENTER  
INTER-LOCAL AGREEMENT BETWEEN  
WASHOE COUNTY, CITY OF RENO, AND CITY OF SPARKS**

This Agreement May Be Executed In Counterparts

WASHOE COUNTY

\_\_\_\_\_ Dated \_\_\_\_\_  
Marsha Berkgigler, Chair  
Washoe County Commission

ATTEST:

\_\_\_\_\_ Dated \_\_\_\_\_  
County Clerk

**REGIONAL PUBLIC SAFETY TRAINING CENTER  
INTER-LOCAL AGREEMENT BETWEEN  
WASHOE COUNTY, CITY OF RENO, AND CITY OF SPARKS**

This Agreement May Be Executed In Counterparts

CITY OF RENO

\_\_\_\_\_  
Hillary L. Schieve  
Mayor, City of Reno

Dated \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Dated \_\_\_\_\_



**REGIONAL PUBLIC SAFETY TRAINING CENTER  
INTER-LOCAL AGREEMENT BETWEEN  
WASHOE COUNTY, CITY OF RENO, AND CITY OF SPARKS**

This Agreement May Be Executed In Counterparts

CITY OF SPARKS

\_\_\_\_\_ Dated \_\_\_\_\_  
Ron Smith  
Mayor, City of Sparks

ATTEST:  
\_\_\_\_\_ Dated \_\_\_\_\_  
City Clerk

**EXHIBIT A - PAGE ONE - FUNDING FORMULA FY17/18**

**RPSTC Percentage Based Off of Usage (Approximate)**

<b>Funded by Local Government Agencies:</b>	<b>Percentage Split</b>	<b>Proposed Usage Fee</b>
Washoe County	49.82%	\$ 483,489.21
City of Reno	34%	\$ 331,922.30
other entities		\$ 14,391.33
City of Sparks	15.97%	\$ 154,935.43
<b>Total Revenue Proposed</b>	<b>99.99%</b>	<b>\$ 984,738.27</b>

Percentages

**RPSTC Budget FY 17/18**

(With director with capital)

	FY 13/14 usage	FY 14/15 Usage	FY 15/16 Usage	3 Year Usage Average	Proposed Usage Fee for FY 17/18
ECOM	1.0000	0.7800	0.0500	0.6100	\$ 6,012.82
Reno Fire Dept	3.9000	5.7400	14.3900	8.0100	\$ 78,955.18
Reno Justice Court	0.0000		0.0100	0.0033	\$ -
Reno Marshal's Office	0.3000	0.1300	0.0000	0.1433	\$ 1,412.85
RPD	19.0000	19.0800	21.3600	19.8133	\$ 195,301.53
Truckee Meadows Fire Protec	5.0000	4.9400	3.3500	4.4300	\$ 43,666.85
Sparks Fire Dept	1.1000	3.8400	1.7300	2.2233	\$ 21,915.56
Sparks Justice Court	0.0000	0.0200	0.0500	0.0233	\$ -
SPD	13.9000	9.7600	8.8300	10.8300	\$ 106,752.13
TMCC - Aggregate	19.8000	17.8500	12.4100	16.6867	\$ 164,481.74
TMCC - PD	0.0000			0.0000	\$ -
WC Alternative Sentencing	0.3000	0.1800	0.3600	0.2800	\$ 2,759.98
WC - Juvenile Services	0.3000	0.7700	0.6100	0.5600	\$ 5,519.96
WC - District Attorney		0.0200	0.0700	0.0300	\$ -
WCSD Police	1.9000	1.4200	1.0600	1.4600	\$ 14,391.33
WCSD	33.4000	35.4600	35.7100	34.8567	\$ 343,584.80
	<b>99.9000</b>	<b>99.9900</b>	<b>99.9900</b>	<b>99.9600</b>	<b>\$ 984,754.72</b>

Target Budget \$985,708

\* difference due to rounding would be covered within fund balance

\$969.30

IF split TMCC portion based on Usage it would be:

49.82%

34.20%

15.97% Other entities: \$ 14,391.33

"Washoe" Total would be:

\$6,012.82

"Reno" Total would be:

\$78,955.18

"Sparks" Total would be:

\$21,915.56

\$43,666.85

\$1,412.85

\$106,752.13

\$2,759.98

\$195,301.53

\$5,519.96

\$343,584.80

\$401,544.41

\$275,669.55

\$128,667.69

TMCC portion

\$ 81,944.80

\$ 56,252.75

\$ 26,267.73

\$483,489.21

\$331,922.30

\$154,935.43

14391.33

\$984,738.27

**Percentages**

**RPSTC Budget FY 18/19**

(With director with capital)

	FY 14/15 Usage	FY 15/16 Usage	FY 16/17 Usage	3 Year Usage Average	Proposed Usage Fee for FY 18/19
ECOM	0.7800	0.0500	0.1600	0.3300	\$ 3,336.23
Reno Fire Dept	5.7400	14.3900	14.4600	11.5300	\$ 116,565.99
Reno Justice Court		0.0100	0.0100	0.0067	\$ 67.40
Reno Marshal's Office	0.1300	0.0000		0.0433	\$ 438.09
Reno Public Safety - Dispatch			0.4100	0.1367	\$ 1,382.01
RPD	19.0800	21.3600	24.9700	21.8033	\$ 220,427.34
Truckee Meadows Fire Protec	4.9400	3.3500	3.4600	3.9167	\$ 39,596.72
Sparks Fire Dept	3.8400	1.7300	2.7500	2.7733	\$ 28,037.85
Sparks Justice Court	0.0200	0.0500	0.0300	0.0333	\$ -
SPD	9.7600	8.8300	13.8600	10.8167	\$ 109,354.34
TMCC - Aggregate	17.8500	12.4100		10.0867	\$ 101,974.18
TMCC - PD				0.0000	\$ -
WC Alternative Sentencing	0.1800	0.3600	0.1600	0.2333	\$ 2,358.95
WC - Juvenile Services	0.7700	0.6100	0.1600	0.5133	\$ 5,189.70
WC - District Attorney	0.0200	0.0700		0.0300	\$ -
WCSD Police	1.4200	1.0600	0.6100	1.0300	\$ 10,413.09
WCSD	35.4600	35.7100	38.9600	36.7100	\$ 371,130.76
	<b>99.9900</b>	<b>99.9900</b>	<b>100.0000</b>	<b>99.9934</b>	<b>\$ 1,010,272.65</b>

Target Budget \$1,010,980

\* difference due to rounding would be covered within fund balance \$2,675.45

IF split TMCC portion based on Usage it would be:

46.21% 36.90% 14.96% Other entities: \$ 10,413.09

"Washoe" Total would be:	\$3,336.23	"Reno" Total would be:	\$116,565.99	"Sparks" Total would be:	\$28,037.85
	\$39,596.72		\$438.09		\$109,354.34
	\$67.40		\$1,382.01		
	\$2,358.95		\$220,427.34		
	\$5,189.70				
	\$371,130.76				
	<u>\$421,679.76</u>		<u>\$338,813.43</u>		<u>\$137,392.18</u>
<b>TMCC portion</b>	<u>\$ 47,122.27</u>		<u>\$ 37,628.47</u>		<u>\$ 15,255.34</u>
	<u>\$468,802.03</u>		<u>\$376,441.91</u>		<u>\$152,647.52</u>
				10413.09	\$1,008,304.55

**Percentages**

**RPSTC Budget FY 19/20**

	FY 15/16 Usage	FY 16/17 Usage	FY 17/18 Usage	3 Year Usage Average	Proposed Usage Fee for FY 19/20
WCSO Dispatch	0.0500	0.1600	0.0600	0.0900	\$ 901.07
Reno Fire Dept	14.3900	14.4600	17.2300	15.3600	\$ 153,781.95
Reno Justice Court	0.0100	0.0100	0.0400	0.0200	\$ 200.24
Reno Marshal's Office	0.0000	0.0000	0.2000	0.0667	\$ 667.46
Reno Public Safety - Dispatch (ECOM)		0.4100	0.2200	0.2100	\$ 2,102.49
RPD	21.3600	24.9700	21.8400	22.7233	\$ 227,502.51
Truckee Meadows Fire Protection Distri	3.3500	3.4600	8.9700	5.2600	\$ 52,662.31
Sparks Fire Dept	1.7300	2.7500	1.8000	2.0933	\$ 20,958.13
Sparks Justice Court	0.0500	0.0300	0.0300	0.0367	\$ -
SPD	8.8300	13.8600	12.2100	11.6333	\$ 116,471.14
TMCC - Aggregate	12.4100			4.1367	\$ 41,415.67
TMCC - PD				0.0000	\$ -
WC Alternative Sentencing	0.3600	0.1600	0.1000	0.2067	\$ 2,069.11
WC - Juvenile Services	0.6100	0.1600	0.1800	0.3167	\$ 3,170.42
WC - District Attorney	0.0700			0.0233	\$ -
WCSD Police	1.0600	0.6100	0.6900	0.7867	\$ 7,875.99
WCSO	35.7100	38.9600	36.4400	37.0367	\$ 370,805.40
	<b>99.9900</b>	<b>100.0000</b>	<b>100.0100</b>	<b>100.0000</b>	<b>\$ 1,000,583.89</b>

Target Budget \$1,001,184.60

\* difference due to rounding would be covered within fund balance

\$1,400.03

IF split TMCC portion based on Usage it would be:

46.21% 36.90%

14.96% Other entities: \$ 7,875.99

"Washoe" Total would be:

\$901.07	"Reno" Total would be:	\$153,781.95	"Sparks" Total would be:	\$20,958.13
\$52,662.31		\$200.24		\$116,471.14
\$2,069.11		\$667.46		
\$3,170.42		\$2,102.49		
\$370,805.40		\$227,502.51		
<b>\$429,608.31</b>		<b>\$384,254.65</b>		<b>\$137,429.27</b>

TMCC portion

<b>\$ 19,138.18</b>	<b>\$ 15,282.38</b>	<b>\$ 6,195.78</b>		
<b>\$448,746.49</b>	<b>\$399,537.03</b>	<b>\$143,625.06</b>	<b>7875.99</b>	<b>\$999,784.57</b>