

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

DEPARTMENT OF PUBLIC SAFETY RECORDS, COMMUNICATIONS AND COMPLIANCE DIVISION

333 West Nye Lane #100
Carson City, Nevada 89706
Phone: (775) 684-6262 ~ Fax: (775) 684-3290
(hereinafter "CENTRAL REPOSITORY")

and

Clark County Fire Department

Agency
575 East Flamingo Road
Address
Las Vegas, Nevada 89119
City, State Zip

MGanier@ClarkCountyNV.gov
Contact Email

702-455-7131
Telephone Number

702-380-9683
Fax Number

(hereinafter "USER AGENCY")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the requirement for the State to collect, maintain and submit records, reports and compilations of statistical data relating to crime in Nevada for the USER AGENCY is pursuant to NRS Chapter 179A.075, NRS 179A.078, and NRS 193.309; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. DEFINITIONS.

- a) STATE: The State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined by NRS 41.0307.
- b) CENTRAL REPOSITORY: Department of Public Safety - Records, Communications and Compliance Division
- c) NCJIS: Nevada Criminal Justice Information System
- d) USER AGENCY: A criminal justice agency authorized to collect and maintain records, reports and compilations of statistical data pursuant to federal or State statute or executive order.
- e) POLICIES: NCJIS Administrative Policies

2. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. **CONTRACT TERM.** This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated document(s) outlined herein. Both parties agree and understand the Contract is subject to review and updating at any time in order to maintain compliance with state and federal crime reporting requirements.
4. **TERMINATION OF PREVIOUS AGREEMENTS.** The Contract is intended to supersede all previous agreements between the parties on the same subject matter. All previous contracts between the parties on the same subject matter are hereby terminated upon the effective date of this Contract.
5. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
6. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered via email, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
7. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachment: Attachment A - NIBRS Terms and Conditions.
8. **CONSIDERATION.** The CENTRAL REPOSITORY agrees to provide the services set forth in paragraph (7) pursuant to the provisions of NRS Chapter 179A. The USER AGENCY agrees, in return, to comply with those items and requirements as set forth in paragraph (7), at no cost to either party.
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order or precedence and any limitations expressly provided.
10. **INSPECTION AND QUALITY ASSURANCE REVIEW (QAR).** In accordance with the NCJIS Administrative Policies, the USER AGENCY agrees to keep and maintain sufficient documents to determine compliance with any applicable regulations and statutes for the requisite time periods provided for in the aforementioned policies, manuals and guidelines, with the intention to fully disclose these documents to the CENTRAL REPOSITORY.

- a) **RIGHT TO REVIEW:** The CENTRAL REPOSITORY retains the right to inspect, examine, review, audit and copy (at any office or location where such records may be found) all USER AGENCY documentation related to the contract, without prior notice. Documentation shall be defined as, but not limited to, police reports, Computer-aided Dispatch (CAD) reports, any documentation that is associated with the incident submitted, etc.
 - b) **PERIOD OF RETENTION:** All records, reports and statements, relevant to the product of this contract must be retained for a minimum of 3 years. The retention period shall be extended when an agency review is scheduled or in progress for a period reasonably necessary to complete the review and/or complete any administrative tasks.
11. **BREACH: REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of both parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.
 12. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
 13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of the Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
 14. **IDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
 15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agency, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
17. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such a provision did not exist and the nonenforceability of such a provision shall not be held to render any other provision or provisions of this Contract unenforceable.
18. **ASSIGNMENT.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.
19. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
20. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
21. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and the parties are authorized by law to perform the services set forth in paragraph (6).
23. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties, and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Agency Administrator



6-27-23

FIRE CHIEF

Authorized Recipient Signature

Date

Title

JOHN STEINBECK

Authorized Recipient Printed

**Department of Public Safety,
Records, Communications and Compliance Division**

Erica S. Llamas 6/20/2023

Erica Souza-Llamas

Date

Administrator,
Records, Communications and Compliance Division

Title

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

JAMES B. GIBSON, Chair

Date

ATTEST:

LYNN MARIE GOYA, County Clerk

Attachment A National Incident Based Reporting System (NIBRS)/Use of Force (UoF) Terms and Conditions

For the purposes of this agreement and as outlined herein:

- CENTRAL REPOSITORY shall be defined as the Department of Public Safety - Records, Communications and Compliance Division*
- LEOKA is the data collected under the auspices of the Law Enforcement Officers Killed and Assaulted (LEOKA) Program involves law enforcement officers who meet a certain set of criteria established by the Federal Bureau of Investigation (FBI).*
- NEVADA CRIMINAL JUSTICE INFORMATION SYSTEM (NCJIS)- The primary function of NCJIS is to provide an efficient and effective system for the expeditious exchange of criminal justice or related information.*
- OPERATING PERSONNEL shall be defined as an individual, or group of individuals, who have received all required training, as outlined herein, and authorized to enter NIBRS data into agency's Record Management System (RMS) and/the State of Nevada's Incident Editor (Crime Insight).*
- USER AGENCY shall be defined as a criminal justice agency authorized to collect and maintain records, reports, and compilations of statistical data pursuant to federal or State statute or executive order.*
- All references to Nevada Criminal Justice Information Administrative Policies shall mean the most current version available.*

USER AGENCY agrees to comply with all requirements outlined in the most current version of the Nevada Criminal Justice Information Administrative Policies (POLICIES).

USER AGENCY acknowledges and understands access to criminal justice information as outlined herein will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and signed and returned to the CENTRAL REPOSITORY.

ACRONYMS

| | |
|-------|---|
| ARAC | Assistant Reporting Agency Coordinator |
| CJA | Criminal Justice Agency |
| CJIS | Criminal Justice Information Services |
| FBI | Federal Bureau of Investigation |
| LEAs | Law Enforcement Agencies |
| LEOKA | Law Enforcement Officers Killed and Assaulted |
| NCJIS | Nevada Criminal Justice Information System |
| NCU | NCJIS Compliance Unit |
| NIBRS | National Incident Based Reporting System |
| RAC | Reporting Agency Coordinator |
| RMS | Records Management System |
| UCR | Uniform Crime Reporting |
| UoF | Use of Force |

ADMINISTRATIVE RESPONSIBILITIES

USER AGENCY agrees to designate one person as the REPORTING AGENCY COORDINATOR (RAC) to work with the CENTRAL REPOSITORY. USER AGENCY has the option to appoint an additional person as the ASSISTANT REPORTING AGENCY COORDINATOR (ARAC). The RAC is one individual employed by the USER AGENCY that will act as primary liaison of USER AGENCY to the Uniform Crime Reporting (UCR) program. The RAC/ARAC shall be responsible for monitoring National Incident Based Reporting System (NIBRS) uploads and Use of Force (UoF) uploads; submitting data; communications during audits; training; program updates; and meeting FBI deadlines for monthly, quarterly, and annual data submissions.

USER AGENCY agrees to notify the CENTRAL REPOSITORY, in writing (email is acceptable) regarding any changes in the appointment of the RAC/ARAC within 10 calendar days of the change being implemented.

USER AGENCY agrees to attend, and successfully complete training as outlined in POLICIES.

USER AGENCY agrees to provide notification, in writing, within 10 calendar days (email is acceptable) to the CENTRAL REPOSITORY of any RMS vendor changes relating to any UCR activities.

USER AGENCY agrees to maintain an Operating Personnel List, as defined herein, of individuals who are responsible for entering NIBRS data to include verification of successfully completing all required training as outlined in POLICIES.

USER AGENCY is required to meet all UCR submission deadlines as outlined in POLICIES.

USER AGENCY is responsible to ensure their chosen RMS vendor meets or exceeds the NIBRS Certification criteria outlined in POLICIES and maintains UCR certification at the state level at any given time throughout the term of the contract.

REPORTING AGENCY COORDINATOR (RAC) TRAINING REQUIREMENTS

USER AGENCY agrees that any individuals who are responsible for entering data into RMS or who validate reports which include NIBRS data to be submitted to the CENTRAL REPOSITORY must successfully complete all training provided by USER AGENCY RAC/ARAC or CENTRAL REPOSITORY. Documentation regarding all training must be maintained by the USER AGENCY for a period sufficient to cover an audit/review cycle as outlined in POLICIES.

USER AGENCY agrees and understands that RAC and ARAC must attend training within the first 6 months of appointment and every 2 years thereafter by the CENTRAL REPOSITORY and if an ARAC cannot attend, USER AGENCY RAC is responsible for training ARAC.

USER AGENCY agrees RAC is allowed to create their own NIBRS training for internal Operating Personnel as outlined in POLICIES. USER AGENCY shall submit documentation for review and approval a minimum of 10 working days prior to implementation. USER AGENCY

must obtain written approval (email is acceptable) from the CENTRAL REPOSITORY prior to implementing any training.

USER AGENCY agrees to maintain training from the RMS provider when RMS software is used for UCR submissions to the CENTRAL REPOSITORY to ensure the integrity of the data is maintained.

NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS) CERTIFICATION

USER AGENCY agrees to obtain and maintain NIBRS certification as outlined in POLICIES.

USER AGENCY agrees to maintain an error rate of less than 4% for all submission categories or could be subject to the recertification process as outlined in Policies. Errors are defined as a rejected record and are determined by the FBI and State Technical Specifications programmed into NIBRS certified reporting software.

USER AGENCY agrees and understands that any data submission not submitted within 90 days past the closing of a month may subject the USER AGENCY to recertification as outlined in POLICIES. The CENTRAL REPOSITORY has the *option* to waive this recertification on a case-by-case basis with written notification (email is acceptable) and explanation for the delay in submission, which must be received within the 45 days of the affected closing month. The CENTRAL REPOSITORY retains the right to require recertification as outlined in POLICIES.

SUBMISSION DEADLINES

USER AGENCY agrees to send data to the CENTRAL REPOSITORY no later than 60 days past month end. The CENTRAL REPOSITORY will notify USER AGENCY in writing (email is acceptable) of all other required reports including but not limited to, quarterly domestic violence reports, 6-month data collections, LEOKA collections, and police employee counts. The CENTRAL REPOSITORY agrees to provide a minimum of 5 working days' notice when additional reporting is required.

If a USER AGENCY falls behind on their data submissions, it is necessary for the USER AGENCY to become current within the State and FBI data submission deadlines or the information will not be included in state or federal annual report publications.

The State UCR Program will notify an agency 45 days past the end of the reporting period if submissions are missing or have exceeded the 4% error caveat. Any agency that fails to comply with the error caveat or submission deadlines will be subject to recertification in accordance with section 11.5 of the NCJIS policy.

If an agency falls behind on its data submissions, it is necessary for the agency to become current within the State and FBI data submission deadlines or the information will not be included in state or federal web publications as outlined in section 11.1 of the NCJIS Policy.

Month Data Collected

January
February
March
April
May
June
July
August
September
October
November
December

Data Submitted Agency to State

February 15
March 15
April 15
May 15
June 15
July 15
August 15
September 15
October 15
November 15
December 15
January 15

STATE MONITORING FEDERAL QUALITY ASSURANCE REVIEW (QAR)

USER AGENCY understands and agrees to participate in a review/audit within the first year of certification and triennially thereafter. Both parties shall agree, in writing (email is acceptable) on the time and date of each review/audit.

USER AGENCY understands that recertification may be required as deemed necessary by the State UCR Program or upon request by the USER AGENCY. During the recertification process, the State UCR program will provide hands on education and support to the USER AGENCY's specific NIBRS procedures in order to ensure that deadlines are being met and error rates fall below the 4% caveat.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

DEPARTMENT OF PUBLIC SAFETY RECORDS, COMMUNICATIONS AND COMPLIANCE DIVISION

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Carson City, Nevada 89706
Phone: (775) 684-6262 ~ Fax: (775) 684-3290
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WHEREAS, the requirement for the State to collect, maintain and submit records, reports and compilations of statistical data relating to crime in Nevada for the USER AGENCY is pursuant to NRS Chapter 179A.075, NRS 179A.078, and NRS 193.309; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. DEFINITIONS.

- a) STATE: The State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined by NRS 41.0307.
- b) CENTRAL REPOSITORY: Department of Public Safety - Records, Communications and Compliance Division
- c) NCJIS: Nevada Criminal Justice Information System
- d) USER AGENCY: A criminal justice agency authorized to collect and maintain records, reports and compilations of statistical data pursuant to federal or State statute or executive order.
- e) POLICIES: NCJIS Administrative Policies


2. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
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6. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered via email, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
7. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachment: Attachment A – NIBRS Terms and Conditions.
8. **CONSIDERATION.** The CENTRAL REPOSITORY agrees to provide the services set forth in paragraph (7) pursuant to the provisions of NRS Chapter 179A. The USER AGENCY agrees, in return, to comply with those items and requirements as set forth in paragraph (7), at no cost to either party.
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order or precedence and any limitations expressly provided.
10. **INSPECTION AND QUALITY ASSURANCE REVIEW (QAR).** In accordance with the NCJIS Administrative Policies, the USER AGENCY agrees to keep and maintain sufficient documents to determine compliance with any applicable regulations and statutes for the requisite time periods provided for in the aforementioned policies, manuals and guidelines, with the intention to fully disclose these documents to the CENTRAL REPOSITORY.

- a) **RIGHT TO REVIEW:** The CENTRAL REPOSITORY retains the right to inspect, examine, review, audit and copy (at any office or location where such records may be found) all USER AGENCY documentation related to the contract, without prior notice. Documentation shall be defined as, but not limited to, police reports, Computer-aided Dispatch (CAD) reports, any documentation that is associated with the incident submitted, etc.
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17. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such a provision did not exist and the nonenforceability of such a provision shall not be held to render any other provision or provisions of this Contract unenforceable.
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Agency Administrator

 6-27-23 FIRE CHIEF
Authorized Recipient Signature Date Title
JOHN STEINBECK
Authorized Recipient Printed

**Department of Public Safety,
Records, Communications and Compliance Division**

 6/20/2023 Administrator,
Erica Souza-Llamas Date Records, Communications and Compliance Division Title

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

JAMES B. GIBSON, Chair Date

ATTEST:

LYNN MARIE GOYA, County Clerk

Attachment A National Incident Based Reporting System (NIBRS)/Use of Force (UoF) Terms and Conditions

For the purposes of this agreement and as outlined herein:

- CENTRAL REPOSITORY shall be defined as the Department of Public Safety - Records, Communications and Compliance Division*
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USER AGENCY acknowledges and understands access to criminal justice information as outlined herein will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and signed and returned to the CENTRAL REPOSITORY.

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USER AGENCY is required to meet all UCR submission deadlines as outlined in POLICIES.

USER AGENCY is responsible to ensure their chosen RMS vendor meets or exceeds the NIBRS Certification criteria outlined in POLICIES and maintains UCR certification at the state level at any given time throughout the term of the contract.

REPORTING AGENCY COORDINATOR (RAC) TRAINING REQUIREMENTS

USER AGENCY agrees that any individuals who are responsible for entering data into RMS or who validate reports which include NIBRS data to be submitted to the CENTRAL REPOSITORY must successfully complete all training provided by USER AGENCY RAC/ARAC or CENTRAL REPOSITORY. Documentation regarding all training must be maintained by the USER AGENCY for a period sufficient to cover an audit/review cycle as outlined in POLICIES.

USER AGENCY agrees and understands that RAC and ARAC must attend training within the first 6 months of appointment and every 2 years thereafter by the CENTRAL REPOSITORY and if an ARAC cannot attend, USER AGENCY RAC is responsible for training ARAC.

USER AGENCY agrees RAC is allowed to create their own NIBRS training for internal Operating Personnel as outlined in POLICIES. USER AGENCY shall submit documentation for review and approval a minimum of 10 working days prior to implementation. USER AGENCY

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USER AGENCY agrees to maintain training from the RMS provider when RMS software is used for UCR submissions to the CENTRAL REPOSITORY to ensure the integrity of the data is maintained.

NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS) CERTIFICATION

USER AGENCY agrees to obtain and maintain NIBRS certification as outlined in POLICIES.

USER AGENCY agrees to maintain an error rate of less than 4% for all submission categories or could be subject to the recertification process as outlined in Policies. Errors are defined as a rejected record and are determined by the FBI and State Technical Specifications programmed into NIBRS certified reporting software.

USER AGENCY agrees and understands that any data submission not submitted within 90 days past the closing of a month may subject the USER AGENCY to recertification as outlined in POLICIES. The CENTRAL REPOSITORY has the *option* to waive this recertification on a case-by-case basis with written notification (email is acceptable) and explanation for the delay in submission, which must be received within the 45 days of the affected closing month. The CENTRAL REPOSITORY retains the right to require recertification as outlined in POLICIES.

SUBMISSION DEADLINES

USER AGENCY agrees to send data to the CENTRAL REPOSITORY no later than 60 days past month end. The CENTRAL REPOSITORY will notify USER AGENCY in writing (email is acceptable) of all other required reports including but not limited to, quarterly domestic violence reports, 6-month data collections, LEOKA collections, and police employee counts. The CENTRAL REPOSITORY agrees to provide a minimum of 5 working days' notice when additional reporting is required.

If a USER AGENCY falls behind on their data submissions, it is necessary for the USER AGENCY to become current within the State and FBI data submission deadlines or the information will not be included in state or federal annual report publications.

The State UCR Program will notify an agency 45 days past the end of the reporting period if submissions are missing or have exceeded the 4% error caveat. Any agency that fails to comply with the error caveat or submission deadlines will be subject to recertification in accordance with section 11.5 of the NCJIS policy.

If an agency falls behind on its data submissions, it is necessary for the agency to become current within the State and FBI data submission deadlines or the information will not be included in state or federal web publications as outlined in section 11.1 of the NCJIS Policy.

Month Data Collected

January
February
March
April
May
June
July
August
September
October
November
December

Data Submitted Agency to State

February 15
March 15
April 15
May 15
June 15
July 15
August 15
September 15
October 15
November 15
December 15
January 15

STATE MONITORING FEDERAL QUALITY ASSURANCE REVIEW (QAR)

USER AGENCY understands and agrees to participate in a review/audit within the first year of certification and triennially thereafter. Both parties shall agree, in writing (email is acceptable) on the time and date of each review/audit.

USER AGENCY understands that recertification may be required as deemed necessary by the State UCR Program or upon request by the USER AGENCY. During the recertification process, the State UCR program will provide hands on education and support to the USER AGENCY's specific NIBRS procedures in order to ensure that deadlines are being met and error rates fall below the 4% caveat.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

DEPARTMENT OF PUBLIC SAFETY RECORDS, COMMUNICATIONS AND COMPLIANCE DIVISION

333 West Nye Lane #100
Carson City, Nevada 89706
Phone: (775) 684-6262 ~ Fax: (775) 684-3290
(hereinafter "CENTRAL REPOSITORY")

and

Clark County Fire Department

Agency

575 East Flamingo Road

Address

Las Vegas, Nevada 89119

City, State Zip

MGanier@ClarkCountyNV.gov

Contact Email

702-455-7131

Telephone Number

702-380-9683

Fax Number

(hereinafter "USER AGENCY")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the requirement for the State to collect, maintain and submit records, reports and compilations of statistical data relating to crime in Nevada for the USER AGENCY is pursuant to NRS Chapter 179A.075, NRS 179A.078, and NRS 193.309; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. DEFINITIONS.

- a) STATE: The State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined by NRS 41.0307.
- b) CENTRAL REPOSITORY: Department of Public Safety - Records, Communications and Compliance Division
- c) NCJIS: Nevada Criminal Justice Information System
- d) USER AGENCY: A criminal justice agency authorized to collect and maintain records, reports and compilations of statistical data pursuant to federal or State statute or executive order.
- e) POLICIES: NCJIS Administrative Policies

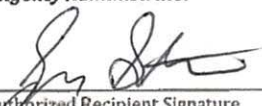
2. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. **CONTRACT TERM.** This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated document(s) outlined herein. Both parties agree and understand the Contract is subject to review and updating at any time in order to maintain compliance with state and federal crime reporting requirements.
4. **TERMINATION OF PREVIOUS AGREEMENTS.** The Contract is intended to supersede all previous agreements between the parties on the same subject matter. All previous contracts between the parties on the same subject matter are hereby terminated upon the effective date of this Contract.
5. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
6. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered via email, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
7. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachment: Attachment A – NIBRS Terms and Conditions.
8. **CONSIDERATION.** The CENTRAL REPOSITORY agrees to provide the services set forth in paragraph (7) pursuant to the provisions of NRS Chapter 179A. The USER AGENCY agrees, in return, to comply with those items and requirements as set forth in paragraph (7), at no cost to either party.
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order or precedence and any limitations expressly provided.
10. **INSPECTION AND QUALITY ASSURANCE REVIEW (QAR).** In accordance with the NCJIS Administrative Policies, the USER AGENCY agrees to keep and maintain sufficient documents to determine compliance with any applicable regulations and statutes for the requisite time periods provided for in the aforementioned policies, manuals and guidelines, with the intention to fully disclose these documents to the CENTRAL REPOSITORY.

- a) **RIGHT TO REVIEW:** The CENTRAL REPOSITORY retains the right to inspect, examine, review, audit and copy (at any office or location where such records may be found) all USER AGENCY documentation related to the contract, without prior notice. Documentation shall be defined as, but not limited to, police reports, Computer-aided Dispatch (CAD) reports, any documentation that is associated with the incident submitted, etc.
 - b) **PERIOD OF RETENTION:** All records, reports and statements, relevant to the product of this contract must be retained for a minimum of 3 years. The retention period shall be extended when an agency review is scheduled or in progress for a period reasonably necessary to complete the review and/or complete any administrative tasks.
11. **BREACH: REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of both parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.
 12. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
 13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of the Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
 14. **IDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
 15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agency, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
17. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such a provision did not exist and the nonenforceability of such a provision shall not be held to render any other provision or provisions of this Contract unenforceable.
18. **ASSIGNMENT.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.
19. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
20. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
21. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and the parties are authorized by law to perform the services set forth in paragraph (6).
23. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties, and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Agency Administrator

 6-27-23 FIRE CHIEF
Authorized Recipient Signature Date Title

JOHN STEINBECK
Authorized Recipient Printed

**Department of Public Safety,
Records, Communications and Compliance Division**

Erica S. Llamas 6/20/2023 Administrator,
Erica Souza-Llamas Date Records, Communications and Compliance Division
Title

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

JAMES B. GIBSON, Chair Date

ATTEST:

LYNN MARIE GOYA, County Clerk

Attachment A
National Incident Based Reporting System (NIBRS)/Use of Force (UoF) Terms and Conditions

For the purposes of this agreement and as outlined herein:

- CENTRAL REPOSITORY shall be defined as the Department of Public Safety - Records, Communications and Compliance Division*
- LEOKA is the data collected under the auspices of the Law Enforcement Officers Killed and Assaulted (LEOKA) Program involves law enforcement officers who meet a certain set of criteria established by the Federal Bureau of Investigation (FBI).*
- NEVADA CRIMINAL JUSTICE INFORMATION SYSTEM (NCJIS)- The primary function of NCJIS is to provide an efficient and effective system for the expeditious exchange of criminal justice or related information.*
- OPERATING PERSONNEL shall be defined as an individual, or group of individuals, who have received all required training, as outlined herein, and authorized to enter NIBRS data into agency's Record Management System (RMS) and/the State of Nevada's Incident Editor (Crime Insight).*
- USER AGENCY shall be defined as a criminal justice agency authorized to collect and maintain records, reports, and compilations of statistical data pursuant to federal or State statute or executive order.*
- All references to Nevada Criminal Justice Information Administrative Policies shall mean the most current version available.*

USER AGENCY agrees to comply with all requirements outlined in the most current version of the Nevada Criminal Justice Information Administrative Policies (POLICIES).

USER AGENCY acknowledges and understands access to criminal justice information as outlined herein will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and signed and returned to the CENTRAL REPOSITORY.

ACRONYMS

| | |
|-------|---|
| ARAC | Assistant Reporting Agency Coordinator |
| CJA | Criminal Justice Agency |
| CJIS | Criminal Justice Information Services |
| FBI | Federal Bureau of Investigation |
| LEAs | Law Enforcement Agencies |
| LEOKA | Law Enforcement Officers Killed and Assaulted |
| NCJIS | Nevada Criminal Justice Information System |
| NCU | NCJIS Compliance Unit |
| NIBRS | National Incident Based Reporting System |
| RAC | Reporting Agency Coordinator |
| RMS | Records Management System |
| UCR | Uniform Crime Reporting |
| UoF | Use of Force |

ADMINISTRATIVE RESPONSIBILITIES

USER AGENCY agrees to designate one person as the REPORTING AGENCY COORDINATOR (RAC) to work with the CENTRAL REPOSITORY. USER AGENCY has the option to appoint an additional person as the ASSISTANT REPORTING AGENCY COORDINATOR (ARAC). The RAC is one individual employed by the USER AGENCY that will act as primary liaison of USER AGENCY to the Uniform Crime Reporting (UCR) program. The RAC/ARAC shall be responsible for monitoring National Incident Based Reporting System (NIBRS) uploads and Use of Force (UoF) uploads; submitting data; communications during audits; training; program updates; and meeting FBI deadlines for monthly, quarterly, and annual data submissions.

USER AGENCY agrees to notify the CENTRAL REPOSITORY, in writing (email is acceptable) regarding any changes in the appointment of the RAC/ARAC within 10 calendar days of the change being implemented.

USER AGENCY agrees to attend, and successfully complete training as outlined in POLICIES.

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