

AGREEMENT
between
the BOARD OF REGENTS on behalf of the
COLLEGE OF SOUTHERN NEVADA
and
the CITY OF HENDERSON, POLICE DEPARTMENT
and
the CITY OF NORTH LAS VEGAS, POLICE DEPARTMENT
and
the CITY OF LAS VEGAS DEPARTMENT OF DETENTION AND ENFORCEMENT

This Agreement, dated the 1st day of September, 2009, is entered into by the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada (CSN), the City of Henderson on behalf of its Police Department (HPD), the City of North Las Vegas on behalf of its Police Department (NLVPD), and the City of Las Vegas on behalf of its Department of Detention and Enforcement (CLVDE) for the purpose of operating the Southern Desert Regional Police Academy (SDRPA) in order to provide instruction for law enforcement trainees in accordance with minimum standards as outlined by Nevada Police Officer Standards and Training (POST) and to provide SDRPA attendees with CSN college credit.

WITNESSETH:

WHEREAS, pursuant to Nev. Rev. Stat., Chapter 277, the parties are authorized to enter into Interlocal Agreements for the purpose of carrying out a government function; and

WHEREAS, the parties to this agreement desire to provide educational opportunities for the training of police recruits and SDRPA students in furthering the law enforcement training needs of the community, to provide basic level police training that meets POST, Category I, II, and III, to provide basic law enforcement training specific to the needs of the parties, to improve the skills and performance of peace officers in their current positions, and to facilitate opportunities for career advancement within their respective agencies; and

WHEREAS, the parties each share a common mission and responsibility with regard to law enforcement training and the quality of life and social development of our community; and

WHEREAS, the parties to this agreement have the requisite expertise, desire and capability to collaborate to facilitate educational opportunities for prospective law enforcement officers and students, and to develop customized educational programs to meet the unique educational and training needs of the law enforcement profession; and

WHEREAS, the parties wish to provide and coordinate certain resources, in-kind services, and training opportunities to support the SDRPA at CSN facilities;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – TERM

1. The initial term of this Agreement will be for a term of four years, from the 1st day of September, 2009, through the 31st day of August 2013. It is contemplated that prior to the end of this initial contract term, the parties will meet to review this Agreement in order to make any desired revisions and execute another contract to operate the SDRPA.

ARTICLE II – FACILITIES AND EQUIPMENT

2. CSN shall:

2.1. provide, as mutually agreed, classroom and office facilities for instructional and administrative functions by the SDRPA. CSN shall not charge HPD, NLVPD and/or CLVDE for these facilities other than by the tuition and fees indicated in this Agreement. Notwithstanding the foregoing, the decision to construct or renovate any facility remains solely the decision and prerogative of CSN.

2.2. provide, as mutually agreed, office and administrative support, equipment, and supplies for the Academy Commander, Executive Director, and SDRPA training staff.

2.3. commit to resolve disputes and/or concerns regarding CSN facilities and other issues between CSN staff and SDRPA staff in consultation with the SDRPA Operating Committee and/or Executive Committee.

2.4. bear the costs of the items specified below:

- A. Security personnel
- B. CCTV related costs
- C. Computer support
- D. Construction and/or renovation costs if CSN decides to undertake such.

2.5. provide security coverage for the SDRPA facilities.

2.6. assume the costs of relocating the SDRPA as a result of the unforeseen closing of the training facilities. Notwithstanding the foregoing, CSN must agree to the level of cost prior to the implementation of this provision.

ARTICLE III – EXECUTIVE and OPERATING COMMITTEES

3. To facilitate the need to manage and operate the SDRPA, an Executive Committee and an Operating Committee is formed by the parties.

3.1. The Executive Committee is comprised of the Chiefs of Police of HPD and NLVPD, the Chief of CLVDE, and the Vice President of Academic Affairs from CSN.

3.1.1. The Executive Committee will meet at least semi-annually and more frequently if needed.

3.1.2. The Executive Committee will provide strategic direction to the Operating Committee in the overall management of SDRPA.

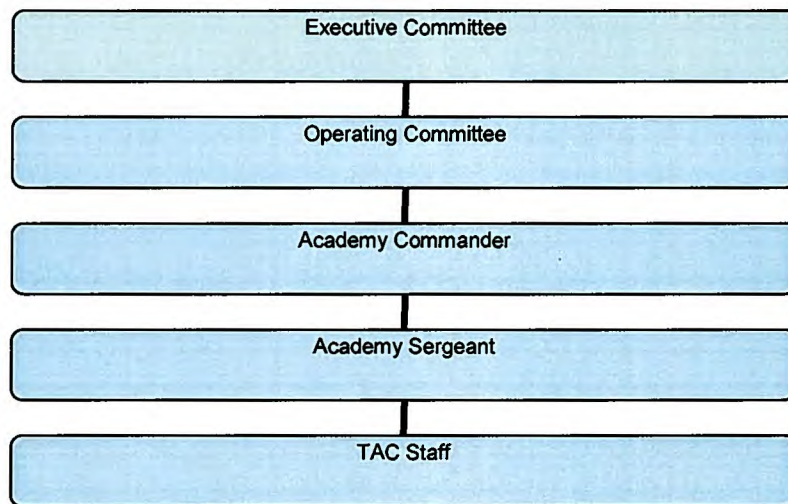
3.1.3. Subject to the provisions of this Agreement, the Executive Committee will be the final decision making authority on all issues relating to the SDRPA.

3.2. The Operating Committee is comprised of the SDRPA Commander, the CSN Executive Director, the SDRPA Sergeant, and a Lieutenant from CLVDE.

3.2.1. The Operating Committee will meet as necessary to manage and address operational issues.

3.2.2. The Operating Committee will present a semi-annual report to the Executive Committee, which will include, but not be limited to, the status of the SDRPA, number of recruits being served, staffing issues, financial concerns, *etc.*

The reporting responsibilities within the SDRPA are generally as follows:



ARTICLE IV – CURRICULUM AND TRAINING

4.1. The primary goal of the SDRPA is to provide basic police training to meet Nevada POST Category I, II, and III requirements. In doing so, all training curriculum must meet the minimum Nevada POST standards. Any training that is in addition to the basic required Nevada POST curriculum shall satisfy at least (1) general agency basic law enforcement training needs, and (2) CSN identified requirements in order to meet specific college accreditation standards.

4.2. The secondary goal of this joint law enforcement training effort is to maximize the educational learning experience and to provide college credits to those who attend SDRPA. SDRPA curriculum will be designed and approved through CSN's academic credentialing process. CSN will provide guidance and materials on integrating academic content and learning concepts into SDRPA curriculum and programs. CSN will provide coordination and development of curriculum, a portion of instruction, orientation of faculty and program evaluation/assessment.

4.3. CSN will work with the appropriate police department coordinators to identify and recommend models and examples that incorporate best practices in integrating academic support and enrichment for SDRPA recruits based on specific workforce needs.

4.4. CSN will ensure that minimum standards for credit course content, instructional design, and testing consistent with current regulations and CSN curriculum standards are met.

4.5. CSN will provide each SDRPA Category I student with 33 semester hours of college credit upon successful completion of each of the SDRPA classes, and not less than 880 hours of law enforcement academic education. CSN will determine, in consultation with the other parties to this agreement, the number of semester hours to be awarded to the SDRPA Category II and III students who will successfully complete the SDRPA classes. Category III students will be evaluated and provided a similar and equitable number of semester hours upon successful completion.

4.6. CSN will maintain its typical student admissions documents and academic records as required by the Nevada System of Higher Education. If at any time, academic records are requested, appropriate Family Educational Rights and Privacy Act (FERPA) releases will be required.

4.7. HPD, NLVPD, and CLVDE shall develop the course presentation for credit courses consistent with college curriculum guidelines and as approved by the CSN Department of Public Safety faculty.

4.8. All parties to this Agreement will jointly ensure that ancillary and support services are provided for SDRPA attendees.

4.9. CSN, HPD, NLVPD, and CLVDE will mutually advise one another in a timely manner of any recommendations to existing SDRPA curriculum, recommendations regarding the initiation of new courses, or any other proposals for changes to courses or programs.

4.10. CSN alone shall control and direct the educational programs at SDRPA. CSN shall demonstrate control and direction by ensuring that the instructors are provided with an orientation faculty handbook, course outlines, curriculum materials, testing and grading procedures, and any other materials and services needed to offer a credit course. HPD, NLVPD, and CLVDE may develop instructional curriculum but the final responsibility and approval of such remains with CSN.

4.11. CSN shall approve the selection of SDRPA instructors based upon satisfaction of minimum qualifications for instructors. HPD, NLVPD, and CLVDE will jointly work with CSN to ensure that each instructor will instruct to the standards established by CSN, including, but not limited to adherence to the course outline. CSN has the right to dismiss SDRPA instructors as an instructor at SDRPA based upon instructor evaluations and in consultation with HPD, NLVPD, and CLVDE. All instructors will be required to review and execute "Agreement for Vocational Training Services" (Attachment A) (incorporated herein by this reference) as a prerequisite to engagement as an instructor at the SDRPA.

4.12. The parties to this Agreement shall begin to meet no later than May 1st prior to the start of each fiscal year to discuss the educational program for the coming year. The fiscal year is defined as July 1st – June 30th. Topics of the discussion shall include, by way of

example, new or revised courses, anticipated attendance levels, including the desired levels of non-affiliated recruits, and consideration for the attendance growth factor assigned to CSN by the State of Nevada. Finalization of the growth discussion will occur within 30 days of the approval of the State of Nevada budget which provides funding for CSN and assignment of CSN actual growth factor for the contract/fiscal year.

ARTICLE V – PROGRAM BUDGET

5. CSN will establish a program budget for the SDRPA to provide materials, supplies, equipment and administrative support for this program. The budget amount shall be approved by the Executive Committee after recommendations from the Operations Committee. The CSN Executive Director shall have primary fiduciary responsibility for this program budget and will keep the Academy Commander apprised of fiscal expenditures throughout the year. The budget will be subject to annual review.

SDRPA Special Course Fee Revenues are designated for and are restricted for use solely by SDRPA, and will be used for materials, supplies, consumables and equipment replacement at SDRPA.

ARTICLE VI – SDRPA COMMANDER AND SERGEANT

6.1. The SDRPA Commander will serve a two year term as designated by the respective department Chiefs of Police (HPD and NLVPD). This position will be alternated between HPD and NLVPD, and will be a sworn officer no lower in rank than Lieutenant. The SDRPA Commander will exercise authority, responsibility and supervision over sworn training academy police staff.

6.2. The SDRPA Sergeant will serve a two year term. The SDRPA Sergeant serves as the senior police training officer. At the direction of the SDRPA Commander, the SDRPA Sergeant will exercise authority, responsibility and supervision over sworn training academy police staff.

6.3. At no time will the standing SDRPA Commander and Sergeant be appointed from the same agency.

ARTICLE VII – FEES

7.1. For FY 2006-2007, starting Fall 2006, CSN's academic year, in-state tuition and fees will be \$52.50 per semester per credit hour plus associated special course fees as applicable. There is a Technology Fee of \$4.00 per semester per credit hour. The new student application fee is a one-time, non-refundable \$5.00. All fees are subject to change as approved by the Nevada System of Higher Education Board of Regents; CSN will notify HPD, NLVPD, and CLVDE of any changes in the fees or tuition rates.

7.2. In-kind service will be credited to the HPD, NLVPD, and CLVDE account equal to the amount of funds provided to the general fund currently set at \$39.75 per credit hour, with the amount to be reviewed in October of every odd year.

7.3. CSN's Bursar's Office will bill each police department sponsoring SDRPA attendees for the total amount of tuition and fees each semester after October 15th for the,

Fall Semester and March 15th for the Spring Semester. Checks should be sent to the CSN designee, made out to "the Board of Regents."

ARTICLE VIII – LIABILITY

8. HPD, NLVPD, and CLVDE shall defend, indemnify and hold harmless CSN, its officers, employees, agents and representatives against any and all non-criminal claims arising out of the employee benefits and/or salary of the instructors, coordinators and/or staff employed by them but which are assigned to perform duties at SDRPA.

Each of the parties to this Agreement shall assume the responsibility and the liability for the acts and omissions of their own officers or employees in connection with the performance of their duties under this Agreement. For tort liability purposes, neither HPD, NLVPD, CLVDE, nor CSN nor their officers, agents or employees shall be considered an agent of the other parties.

The provisions contained herein pertain to any violation of applicable law, ordinance, regulation, or rule including where the claim, loss, damage, change or expense was caused by deliberate, willful, or criminal acts of each party, or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The parties shall provide written notification to the other parties within thirty (30) days of receipt of any claims, administrative actions or legal actions with respect to any of the matters described in this provision. The parties shall establish procedures for the sharing of information and cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement, unless to do so creates a conflict of interest. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal right in, any person not a party to this Agreement.

It is expressly understood and agreed that no personal liability attaches to any officer or employee of CSN, the Nevada System of Higher Education Board of Regents, any member of the HPD, Henderson City Council Members, the NLVPD, North Las Vegas City Council Members, CLVDE, Las Vegas City Council, or to any of the officers or employees thereof by virtue of this Agreement.

ARTICLE IX – MISCELLANEOUS

9.1. **MODIFICATION.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

9.2. **CAPTIONS.** The heading or captions to the Articles of this MOU are not a part of the agreement and shall have no effect upon the construction or interpretation of any part thereof.

9.3. **SEVERABILITY.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

9.4. **AMBIGUITIES.** The parties have each carefully reviewed this Agreement and have agreed to each term of it. No ambiguity shall be presumed to be construed against any other party.

9.5. **GOVERNING LAW.** The interpretation and enforcement of the Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Clark County.

9.6. **INTEGRATION.** This Agreement, including Attachment A, embodies the entire agreement of the parties in relation to the scope of the relationship herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

9.7. **TERMINATION.**

9.7.1. Any party may, without cause, terminate this agreement at any time, subject to the requirement that the terminating party provide a minimum of ninety (90) days written notice to the other parties stating the intent to terminate the Agreement on a date specified in the written notice, but in no event will the termination date be prior to the end of then pending school semester

9.7.2. This Agreement may be terminated by any party in the event of a breach of contract. Prior to termination, the party seeking termination shall provide the other parties of this Agreement with written notice of the breach and ninety (90) days to cure the breach. If the breach is not cured or otherwise resolved to the satisfaction of the parties within the specified ninety (90) day period, the requesting party's participation in this Agreement may be terminated, but in no event will the termination date be prior to the end of then pending school semester.

9.7.3. This Agreement may also be terminated prior to the expiration of the four year term upon the mutual written consent of the parties.

With respect to each of the foregoing subsections under Termination, it is agreed that to the extent practicable the attendees at SDRPA sponsored by the terminating party or parties will be given the opportunity to complete the courses for which the tuition and fees have been paid.

9.8. **WAIVER.** Waiver by either party of any breach, default or condition precedent shall not constitute a continuing waiver or a waiver of any other subsequent breach default or condition precedent or any other right hereunder.

9.9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.10. **COMPLIANCE WITH THE LAW.** The parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to their obligations and the services to be provided under this Agreement.

9.11. **NO GRANT OR AGENCY.** Except as parties may specify in writing, no party shall have authority, express or implied, to act on behalf of the other parties in any capacity whatsoever as an agent. No party shall have any authority express or implied, pursuant to this Agreement to bind the other parties to any obligation whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

COLLEGE OF SOUTHERN NEVADA:

Approved by:

Michael D. Richards,
President

CITY OF NORTH LAS VEGAS POLICE DEPARTMENT

Approved by:

Gregory E. Rose
City Manager

CITY OF HENDERSON POLICE DEPARTMENT

Approved by:

Jutta Chambers
Chief of Police

CITY OF LAS VEGAS DEPARTMENT OF DETENTION AND ENFORCEMENT

Approved by:

Oscar B. Goodman
Mayor

Attest by:

Beverly K. Bridges, CMC
City Clerk

Approved as to Form (CSN):

Date

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

9/3/09
Date

ATTACHMENT A of the AGREEMENT

between the BOARD OF REGENTS on behalf of the COLLEGE OF SOUTHERN NEVADA and the
CITY OF HENDERSON (POLICE DEPARTMENT) the CITY OF NORTH LAS VEGAS (POLICE
DEPARTMENT), and the CITY OF LAS VEGAS (DEPARTMENT OF DETENTION AND
ENFORCEMENT)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the College of Southern Nevada, hereinafter referred to as CSN, the City of Henderson Police Department, hereinafter referred to as HPD, the City of North Las Vegas Police Department, hereinafter referred to as NLVPD, the city of Las Vegas Department of Detention and Enforcement , herein referred to as CLVDE and _____, hereinafter referred to as INSTRUCTOR.

W I T N E S S E T H:

1. The INSTRUCTOR agrees to provide instructional services at the Southern Desert Regional Police Academy, hereinafter referred to as SDRPA, CSN provides the physical facilities on its Henderson Campus, and provides college credit to the attendees as described in the Agreement, dated September 1, 2009 between CSN, HPD, NLVPD, and CLVDE.
2. The INSTRUCTOR agrees to work to the standards established by CSN, including, but not limited to, adherence to the course outline during the time the INSTRUCTOR is instructing at the SDRPA.
3. CSN shall have the primary right to control and direct the educational program that is the subject of this Agreement and shall have the primary right to direct and control the minimum course content. INSTRUCTOR shall instruct the class in accordance with such responsibility and control, subject to the provisions set forth more particularly in this Agreement.
4. At all times while performing services under this Agreement, the INSTRUCTOR shall be an employee of HPD, NLVPD , CLVDE, or other agency, and not an employee of CSN. The INSTRUCTOR acknowledges his/her status as a guest instructor at CSN for SDRPA, the significance of such status and that such status does not entitle the INSTRUCTOR to the same benefits nor impose upon the INSTRUCTOR the same obligations as an employee of CSN.

I have read all of this Agreement and understand it, and/or have consulted with my own attorney if I so desired, and by my signature below represent that this Agreement is the only statement by or on behalf of CSN upon which I have relied in signing this Attachment A to this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their names.

INSTRUCTOR

COLLEGE OF SOUTHERN NEVADA

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Address)

Date

(City, State, Zip Code)