# BOARD OF REGENTS BRIEFING PAPER

### ADDITION SET Specember 5-6, 2019  2. BACKGROUND & POLICY CONTEXT OF ISSUE: In 2016, the police and public safery departments at the University of Nevada, Reno and Truckee Meadows Community College were consolidated into one department. This consolidation has led to an increased level of service, enhanced student safety, and saved nearly \$500,000. The northern police consolidation was the recipient of a Cashman Good Government Award.  At the September 2017 Board of Regents meeting, the Board approved hiring an outside police and safety expert to work with CSN, DRI, NSC and UNLV to examine the southern Nevada police and safety services consolidation from a cost efficiency and public safety perspective, and the potential for a statewide police and security force.  NSHE engaged the consulting services of the International Association of Campus Law Enforcement Administrators (IACLEA) to conduct this review and to develop recommendations on the feasibility of both a southern consolidation as well as a statewide model that would best fit Nevada. In November of 2017, a team of experts visited northern and southern institutions. Their report and recommendations were finalized in April of 2018 and disseminated to the Board and Presidents.  In October of 2018, the Board approved the consolidation of the CSN and UNLV police departments into a single unit to provide services to all Southern Nevada NSHE institutions and to work collaboratively to develop and bring to the Board for approval an implementation plan by the end of 2019.  3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:  Approval of the Southern Nevada Police Consolidation Plan as presented.  4. IMPETUS (WHY NOW?):  The consolidation was formalized in October 2018. The new Director began in February 2019 and has worked with the partner institutions to develop the proposed plan. The Board required that this plan come back to the Board for approval by the end of 2019.  5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:  Access (Increase	1. AGENDA ITEM TITLE: Southern Nevada Police Consolidation Plan
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	N/A

#### 6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The Board required the plan to come back for review and approval by the end of 2019.
- The Presidents and Director have worked collaboratively over the last nine months to develop this plan.
- The plan is similar to the Board-approved Northern Consolidation plan.
- The plan solidifies the new, unified department as it is operating to protect students, faculty, and staff at all Southern Nevada NSHE institutions.

Form Revised: 1/2018

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:
The plan is not acceptable and needs modification.
<ul> <li>8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:</li> <li>Ask the institutions and University Police Services, Southern Nevada, to continue to work on the plan and bring it back at a future meeting.</li> </ul>
9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:  The Chancellor's Office recommends approval of the plan as presented.
10. COMPLIANCE WITH BOARD POLICY:
X Consistent With Current Board Policy: Title #4 Chapter #1 Section #12
A consistent with Current Board Policy: Title # Chapter # Section # Section #
Amends Current Procedures & Guidelines Manual: Chapter # Section #
Other:
$\square$ Fiscal Impact: Yes $\underline{X}$ No
Explain: Please see the plan for specific anticipated cost savings.
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Form Revised: 1/2018

# CONSOLIDATION OF SOUTHERN NEVADA POLICE AND CAMPUS SAFETY SERVICES

COLLEGE OF SOUTHERN NEVADA

DESERT RESEARCH INSTITUTE (LAS VEGAS CAMPUS)

NEVADA STATE COLLEGE

UNIVERSITY OF NEVADA, LAS VEGAS



**DECEMBER 2019** 



#### University Police Services, Southern Command

Adam Garcia, Associate Vice President & Director

October 29, 2019

Nevada System of Higher Education Board of Regents System Administration Office 4300 S. Maryland Parkway Las Vegas, NV 89119

Dear Regents,

This document serves as an overview, predicated on the *Memorandum of Understanding*, dated October 8, 2018, of which CSN President Federico Zaragoza, past DRI President Kristen Averyt, NSC President Bart Patterson, UNLV President Marta Meana, and Chancellor Reilly are signatories, directing CSN and UNLV to consolidate police and campus safety services for the College of Southern Nevada, Desert Research Institute (Las Vegas Campus), Nevada State College and University of Nevada, Las Vegas.

The intent of the consolidation, first and foremost, is to provide a safe and secure environment, and enhance safety for the students, faculty, staff and visitors of the campuses by delivering effective, efficient and professional police services. The consolidation combines staffing to maintain or enhance the level of safety and security services provided.

While safety and security remain the primary characteristics of consolidation, it also takes into account the Board of Regents' obligation to the taxpayers to study and realize savings in operations wherever possible and to return those savings to the core mission of the institutions – teaching, research and overall student success. In this vein, total anticipated cost savings in the first year of the consolidation implementation process is \$1,620,914. Additional cost savings is anticipated as the plan matures.

Organizational efficiencies in consolidated models are achieved through the elimination of duplicative positions, processes and efforts; merging dispatching, personnel, evidence, records management, Clery Compliance, clerical support and overall pooling of resources. As an example, the department has applied for \$1,375,696 in grant funding, and \$478,518 has been awarded since February of this year. Included in the grant awards is a joint award of \$100,740 to UNR Police Services and the University Police Services, Southern Command for digital fingerprint machines.

The consolidation of police services will:

- Result in greater flexibility to provide targeted prevention and enforcement operations as needed.
- Provide for 24-hour police coverage for all CSN, DRI, NSC and UNLV southern Nevada sites as well as the NSHE location located in Las Vegas.
- Create greater promotional and career development opportunities for officers and staff. This abundance of promotional and assignment opportunities, coupled with the size of the department, will make the consolidated department attractive in terms of recruitment and retention of the best

Police Headquarters University of Nevada, Las Vegas 4505 S. Maryland Pkwy. Las Vegas, NV 89154-2007 Police Sub-Station College of Southern Nevada 3200 East Cheyenne Ave., Bldg. P North Las Vegas, NV 89030-4228









law enforcement candidates in the region. Reducing turnover will result in a more experienced workforce and save in personnel costs.

Pursuant to the *Memorandum of Understanding*, the intent of the consolidation is based on the fundamental principles of:

- A. The provision of a safe and secure environment for students, faculty, staff and visitors to the campuses as the primary objective;
- B. To create:
  - a. An effective, consolidated institutional law enforcement agency;
  - b. Efficiencies as appropriate, and
  - c. A professional level of campus safety
- C. Input by each respective institutional President over the delivery of police and security services to their campus.

I and members of Police Services have met, and continue to meet with various CSN, ORI, NSC and UNLV campus constituencies to seek input and provide information.

Input received during these meetings has been incorporated into this document.

Approval of this plan will acknowledge the decommissioning of the CSN and UNLV Police Departments and the assumption of responsibility for delivery of Police Services to the College of Southern Nevada, Desert Research Institute (Las Vegas Campus), Nevada State College, and the University of Nevada, Las Vegas. The consolidated department has been organized into divisions as described in the attached organizational chart.

The balance of this report will address the following areas:

- Historical Context
- Department Name
- Operations
- Governance
- Staffing
- Equipment
- Budget Allocation
- Service Levels
- Police Patrol Divisions and Sectors
- Projected Annual Cost Savings
- Alternative Funding

Sincerely,

A am Garcia

Associate Vice President & Director University Police Services

Police Headquarters University of Nevada, Las Vegas 4505 S. Maryland Pkwy. Las Vegas, NV 89154-2007 Police Sub-Station College of Southern Nevada 3200 East Cheyenne Ave., Bldg. P North Las Vegas, NV 89030-4228









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#### **HISTORICAL CONTEXT**

The merits of police consolidation have been discussed in numerous venues for more than a decade. The National Advisory Commission on Criminal Justice advocated for police consolidations in their 1971 report. The report recommended consolidation, provided that the results would create "...the most effective and efficient police service (that) can be provided." <sup>1</sup>

In the spring of 2001, the Board of Regents commissioned a group to study policing and security on Nevada campuses and recommended the concept of "partnerships" and provided numerous recommendations, many of which are addressed through this consolidation process.

A 2003 study of the potential for consolidation of police services between the Truckee Meadows Community College Police Department and the University of Nevada, Reno Police Services was completed, with the recommendation to fully consolidate the departments (in fact, many of the advantages outlined in that study are reiterated in this report). While the proposed consolidation would provide substantial savings and enhanced service levels, it was unsuccessful at the time.

In 2016, the University of Nevada, Reno Police Department successfully merged with Truckee Meadow Community College Police Department, and today the consolidated department provides police service to the University of Nevada, Reno, Truckee Meadows Community College, the Desert Research Institute (Reno campus), Western Nevada College, and has entered into an agreement to provide ancillary police services to Great Basin College. Due to the success of the merger between the two northern institutions the System office requested another consolidation study for the southern institutions.

In fall 2017, the Nevada System of Higher Education commissioned the International Association of Campus Law Enforcement Association (IACLEA) to "review consolidation of police services in the Nevada System of Higher Education." Their final report, which was released in March 2018, lauded the northern Nevada consolidation and recommended further realignment of safety services. The report noted "overwhelming concern" with command fiefdoms, personnel issues, inadequate or poor emergency communications, equipment, facilities and staffing issues at both UNLV and CSN, and recommended consolidation once these issues were addressed.

2

<sup>&</sup>lt;sup>1</sup> National Advisory Commission on Criminal Justice Standards and Goals (1973). <u>Task Force Report: Police</u>. Washington, D.C.: U.S. Department of Justice, Law Enforcement Assistance Administration.

## **DEPARTMENT NAME**

Nevada Revised Statute 396.327 authorizes the System to create a police department and requires officers to wear a badge bearing the words "University Police, Nevada." The name of the consolidated department shall be University Police Services, Southern Command, hereinafter referred to as "the Department."

#### **OPERATIONS**

The Department will be responsible for providing security and police services to all CSN, DRI-Las Vegas, NSC, and UNLV campuses as follows:

**PATROL SERVICES:** The Department will provide sworn uniformed officer(s) to enforce relevant laws. Patrol services shall include reactive patrols to respond to calls for service; proactive patrols to prevent and deter criminal activity, increase overall safety, enforcement of parking regulations where appropriate, and traffic patrols to enforce applicable traffic codes and investigate collisions.

**INVESTIGATIVE SERVICES:** The Department will provide investigative services including sworn detective response to investigate/follow-up suspected/reported criminal activity, miscellaneous non-criminal activities, and potential liability incidents. Investigative Services shall include, but are not limited to scene investigation, forensic science, polygraph or voice stress analysis (CVSA), and evidence control.

**SPECIAL SERVICES:** The Department will provide special services that include, but are not limited to, emergency planning, operations, response and coordination, canine patrol/explosive detection, sex offender registration, safety escorts, public service presentations, to include faculty, staff and student training, parking enforcement/management where appropriate, and fingerprinting services.

**THREAT ASSESSMENT**: The Department will provide threat assessment services and take part in the student conduct protocols located at the various institutions.

**SUPPORT SERVICES:** The Department will provide support services that include, but are not limited to, Uniform Crime Reporting (UCR), U.S. Department of Education reporting to include Clery and related tasks, working cooperatively with institutional Title IX Coordinators to provide appropriate law enforcement support, and providing expertise and support to various institutional committees as requested.

**ADMINISTRATIVE FUNCTIONS:** The Department will provide law enforcement administrative functions that include, but are not limited to, departmental planning and research, training, accounting, payroll, personnel, labor relations, media relations, fleet maintenance, radio maintenance, purchasing, records, internal investigations, evidence management, and contract administration.

**RECORDS:** The Department will create and maintain all usual and customary records associated with the duties enumerated herein. Any records retained, held, and/or managed by CSN or UNLV prior to the consolidation will become the responsibility of the Department. Records produced as a result of investigations occurring within the institutions following the execution of the consolidation will be processed in the same manner handled previously by UNLV Police Services.

**EVIDENCE:** The Department will process and maintain evidence and property collected as a result of investigations occurring within the institutions consistent with the law and appropriate and proper police methodologies. Any evidence and property retained, held, and/or managed by the CSN Police Department or UNLV Police Services prior to the consolidation will become the responsibility of the Department.

**SPECIAL EVENT SERVICES:** Additional salary and benefit costs associated with special event services overtime shall be paid by the entity scheduling the event within its appropriate budget.

**DISPATCH SERVICES:** The Department will provide dispatch services that include, but are not limited to, processing all emergency and non-emergency calls for service, coordinating fire and medical response, maintaining access to federal and state criminal justice information systems, voice logging, TTY, emergency notifications, and video surveillance monitoring.

#### **GOVERNANCE**

**CHAIN OF COMMAND:** The Associate Vice President and Director for University Police Services, Southern Command ("Director") shall report to the Southern Nevada Police Advisory Group, which consists of the President from each institution and serves as the Department head. The Director shall serve as the administrator-in-charge of the department and, as such, shall be responsible for upholding and enforcing the policies and procedures of this department in service of the mission of this section and the missions of each institution.

The department head shall serve as the budget authority and administer the budget for all financial accounts of this department, subject to budgetary controls, policies, and procedures of each institution and the Office of the Chancellor, and shall submit an annual budget report to the institutions' Presidents and the Chancellor for review and for approval by the institutions' Presidents.

In addition, the Director will assign sufficient personnel to perform the duties identified in this report at the various campuses and work locations. As it relates to the Director, the institutions shall use applicable personnel guidelines, including NSHE policies and procedures for administrative faculty in performing an annual evaluation.

**ASSESSMENT AND PLANNING:** The Director shall perform annual planning and assessment of the services outlined in this report. Such planning and assessment shall include, but are not limited to, affirmation of the purpose of the department with clear and verifiable measures and outcomes, campus survey, staffing and activity analysis, and service level demand. The result of these activities shall be reported by the Director to the campus Presidents and shall be the basis for changes, including any modifications.

The Director will work with campus Presidents, or their designee, to address all safety priorities and needs. The Director will coordinate service delivery, attend meetings deemed important by campus Presidents, prepare budget requests, schedule employees, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the institutions. Campus Presidents shall maintain the authority to define the institutional security and public safety issues and priorities with the Director. All personnel, through the Director, assigned to the institutions under this report, will respond to general law enforcement issues and priorities identified by each institutional President in coordination with the Director.

**DISPUTE RESOLUTION:** In any dispute, the respective President(s), will meet with the Director to attempt to reach a satisfactory resolution. If no resolution is reached, the respective President(s) affected shall refer the dispute to the NSHE Chancellor who will make a determination as to the proper course of action.

**NOTIFICATION TO PRESIDENT:** The Director will promptly notify the respective institutional President of a significant criminal occurrence or other major safety or security event. The Department shall create a list of Institutional representatives who are to be contacted in response to any incident.

**PERFORMANCE REVIEW:** Institutional Presidents shall meet as needed and at least annually with the Director to discuss performance and shall have an opportunity to comment on their satisfaction with the service delivered and request adjustments or modifications.

**MEDIA RELEASES:** The Director or his designee will prepare media releases concerning major crime investigations, law enforcement activities conducted by the Department, or deemed to be sensitive or likely to cause concern or alarm and will ensure the President(s) are aware of such releases. All other routine media releases concerning law enforcement activities will be released consistent with standing departmental and/or institutional policies and practices.

#### **STAFFING**

**HOURS OF OPERATION:** The consolidated police department will be staffed in a manner which will provide response capability to calls for service 24 hours a day, 7 days a week, 365 days a year.

**ASSIGNED SUPERVISORY PERSONNEL:** The Department will ensure that appropriate supervisory personnel are maintained in order to guarantee an appropriate supervisory span of control is maintained.

**LEADERSHIP AND SPECIAL SUPPORT PERSONNEL:** The Department will assign appropriate personnel under the direction and leadership of the Director to provide appropriate services.

**CONTROL OF PERSONNEL:** The Department shall supervise and control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

**OPERATIONAL CONTROL:** Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc., shall be the responsibility of the Director. Operational control shall be consistent with the provisions contained in the University Police Services Policies and Procedures Manual.

#### **EQUIPMENT**

**BADGES:** The vehicles and badges of the uniformed sworn officers shall display identification of "University Police, Nevada," consistent with NRS 396.327.

**EQUIPMENT REPLACEMENT:** Equipment purchased for the purpose of providing services shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule as determined by the Director.

**MARKING OF VEHICLES:** Vehicles shall be standardized with the same color scheme, identifying markings and equipment.

**COMMUNICATION EQUIPMENT:** The Department shall utilize the Nevada Shared Radio System to the Southern Nevada Area Communications Council system. The radio system will support our mission of consolidating agencies to create a unified patrol and ensure interoperable communications with other regional public safety partners.

#### **BUDGET ALLOCATION**

The following formula will be used in the consolidation funding plan:

- Each of the 4 institutions will pay a proportional share of salary, benefits and expenses for the positions of Director, Special Assistant to the AVP, Clery Compliance Coordinator, Director of Finance and Administration and Director of Support Services.
- The percentage of costs for FY 19 and FY 20 are based upon the total number of sworn FTE positions paid for by each institution. This method will be reviewed each fiscal year to continue this funding method or to determine another method of cost sharing.

#### The University of Nevada, Las Vegas: 68.5% (50 FTE)

In addition, UNLV will be responsible for current and future funding of no less than the actual salary and benefit costs for all UNLV funded positions, and operating and maintenance budget funded during FY 20 with periodic increases to be determined by mutual agreement.

#### The College of Southern Nevada: 26.0% (19 FTE)

In addition, CSN will be responsible for current and future funding of no less than the actual salary and benefit costs for all CSN funded positions, and operating and maintenance budget funded during FY 20 with periodic increases to be determined by mutual agreement.

#### Nevada State College: 4.1% (3 FTE)

In addition, NSC will be responsible for current and future funding of no less than the actual salary and benefit costs for three (3) P.O.S.T. certified police officers, and an operating and maintenance budget funded during FY 20 with periodic increases to be determined by mutual agreement and anticipated campus housing needs.

#### **Desert Research Institute:** 1.4% (1 FTE)

In addition, DRI will be responsible for funding the actual salary and benefit costs of no less than one (1) P.O.S.T. certified police officer.

The Director will serve as the budget authority for all accounts, subject to budgetary controls, policies and procedures set forth by each institution. The allocation associated with the operating budget for this agreement will be reviewed each fiscal year within the guidelines and timelines of each institution's planning, assessment and resource allocation schedule.

#### **SERVICE LEVELS**

University Police Services, Southern Command is wholly committed to the provision of services in a manner that will enrich the mission of the Nevada System of Higher Education by employing community policing as its value system with the primary organizational goal of engaging and working cooperatively with students, faculty, and staff to identify and resolve issues. University Police Services has outstanding and longstanding relationships with local law enforcement partners – most notably the Las Vegas Metropolitan Police Department, the Henderson Police Department, the North Las Vegas Police Department and the Nevada Highway Patrol. These and other agencies go to great lengths to assist the department when requested. It is in that vein that we continue to work with these partners at strengthening the cooperative working relationship, sharing and requesting resources without draining their staff, equipment, and/or other resources which they require for proper delivery of services in their own jurisdictions. Working with our partners allows the Department to build trust and confidence that can only come as a result of working and training together on a daily basis, and fosters cooperation and interaction with police agencies state-wide.

The consolidation will enhance coverage at CSN and NSC by providing a 24 hour police coverage, 7 days a week, 365 days a year. Neither institution received 24 hour committed police coverage prior to the consolidation.

The premise for service delivery under a combined department is based upon a service oriented, student centered policing philosophy. The mission, together with students, faculty, staff, and visitors is to provide a safe environment for living and learning with every member of the Department tasked with striving to accomplish each of the following goals:

- Reduce the crimes committed through a visible, constant and vigilant law enforcement effort by all police and support personnel.
- Involve the CSN, DRI, NSC, and UNLV communities in all policing activities and solicit community input into the development of department initiatives which directly impact the quality of community life.
- Manage department and institutional resources in prudent and productive ways.

#### **POLICE PATROL DIVISIONS AND SECTORS**

Police coverage for the NSHE southern Nevada institutions will be provided through Divisional and Sector patrol areas as follows:

- The <u>Central Division</u> will provide police services to the UNLV and DRI campuses and the Maryland Parkway NSHE facility, and supervised by an Assistant Director.
- The <u>Regional Division</u> will provide police services to all other southern Nevada institutional campuses, facilities and sites and supervised by an Assistant Director.

Each Division will be further divided into sectors:

#### **Central Division**

• The "Union" sector is divided into 4 zones, covering UNLV, DRI and the NSHE Maryland Parkway facility

#### **Regional Division**

- The "Henry" sector will primarily patrol NSC, the CSN Henderson campus, the Green Valley Tech Center and the Water Street center. NOTE: The "Henry" sector went live October 21, 2019.
   Effective this date, 24 hour coverage is being provided to CSN Henderson and NSC.
- The "Nora" sector will primarily patrol the CSN North Las Vegas campus.
- The "Charlie" sector will primarily patrol the CSN West Charleston campus, the Summerlin Tech Center, Western Tech Center, the Sahara West Center and the UNLV Medical District.

#### **PROJECTED ANNUAL COST SAVINGS**

The anticipated costs associated with this plan and the consolidation cannot yet be determined, however, some costs have been identified as savings in those areas where the department was able to streamline or enhance operations.

In response to safety concerns raised at UNLV residence halls in 2017, the University took a proactive approach by employing private security which provided a visible presence to all entry points of dormitory entrances. Police Services assessed the continued need for these security officers, and provided recommendations leveraging technology vis-a-vis cameras, access control, enhanced lighting, and infrastructure to our advantage. The plan was approved by UNLV President Marta Meana and the plan is currently in the process of implementation. Once implemented, it is projected that the University will save \$1,526,690 annually.

Currently CSN contracts with the Clark County School District Police Department to provide dispatch services for emergency and non-emergency calls, and to provide a radio link to the police officers at a cost of \$190,550. With this consolidation plan, all dispatch functions will become the responsibility of the new department, which will result in a cost saving of \$30,621.

In addition, CSN contracts with Allied Universal Security Services to monitor security cameras at three different monitoring stations. These three monitoring stations will be combined into one at the new dispatch center and thus the number of security guards needed to monitor will be reduced from nine (9) to six (6), resulting in a cost savings of \$34,382.

Finally, with the introduction of 24 hour police coverage to the "Henry" sector (CSN Henderson campus and NSC), effective October 21, 2019, the contract with Alarmco Security at NSC has been terminated, which has resulted in an additional annual cost savings of \$29,220.

The total cost savings in the ten months since the consolidation implementation process began is approximately \$1.6 million. Additional cost savings may be realized once additional sworn police officers are hired and training to supplement and/or replace contract security as recommended in the December 2018 IACLEA report is completed.

# **ESTIMATED CONSOLIDATION COST SAVINGS**

Century Security Annual Contract (UNLV) Estimated Cost (based on new plan- annual)	Cost Savings		1,866,870 340,180 1,526,690
Clark County School District Dispatch Annual Contract 3 Dispatchers (including fringe - annual)	(CSN)  Cost Savings	\$ \$	190,550 159,929 30,621
Allied Universal Security Services Contract (CSN) 3 Security Guards (monitoring- annual) 2 Security Guards (monitoring - annual)	Cost Savings	\$	103,147 68,765 34,382
Alarmco 24-hour Security Annual Contract (NSC)	Cost Savings	\$	29,220
Total Estimate Annual Cost Savings		\$ 1	L,620,914 <sup>2</sup>

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<sup>&</sup>lt;sup>2</sup> This value does not include additional costs of providing services as this amount is not yet known.

## **ALTERNATIVE FUNDING**

The consolidated department has embarked on an aggressive effort to seek and apply for grant funding from a variety of different sources. As of February 2019 a total of \$1,375,696 in grant funding has been sought and \$478,518 has been awarded.

•	Traffic and Pedestrian Safety Campaign	\$12,500 awarded
•	Live Scan Implementation	\$100,740 awarded
•	Venue Security Enhancements	\$135,967 awarded
•	Interoperable Communications Enhancements	\$59,000 awarded
•	Brazos E-citation Implementation	\$33,111 awarded
•	Front Sight Private Grant	\$137,200 awarded
•	Bulletproof Vest (BVP) Grant	Not award
•	Victim Services Coordinator	Not award
•	Explosive Detecting Canine Units	Not awarded
•	Major Incident Response Vehicle	Not awarded
•	Interoperable Communications Enhancements	Not awarded

TOTAL AWARDS \$478,518

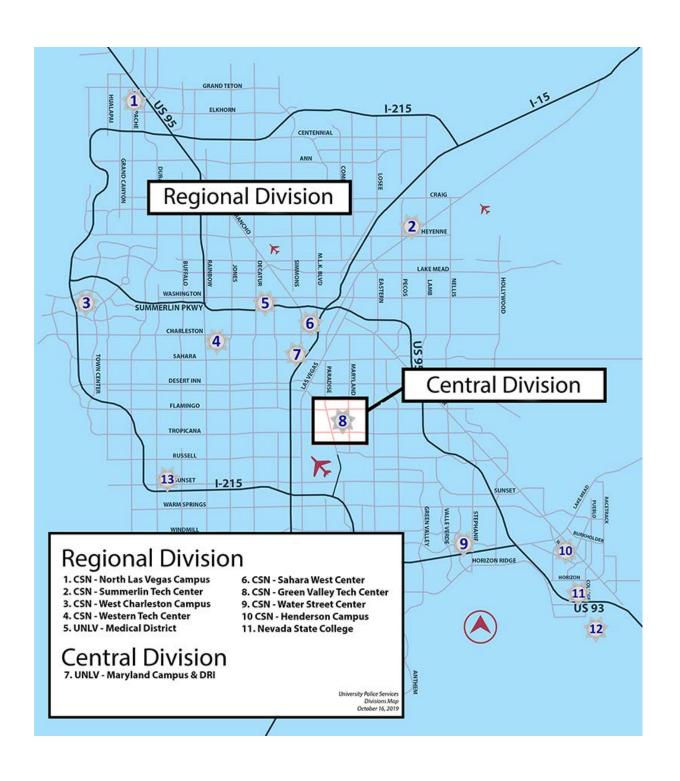
# **CONSOLIDATION BENEFITS**

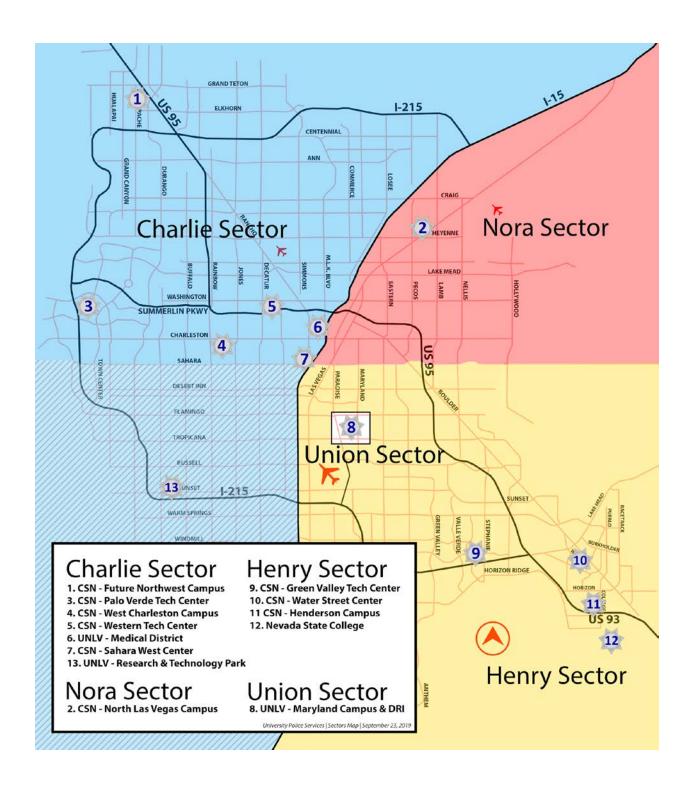
Police services provided in this consolidation are intended solely for the benefit of all institutions

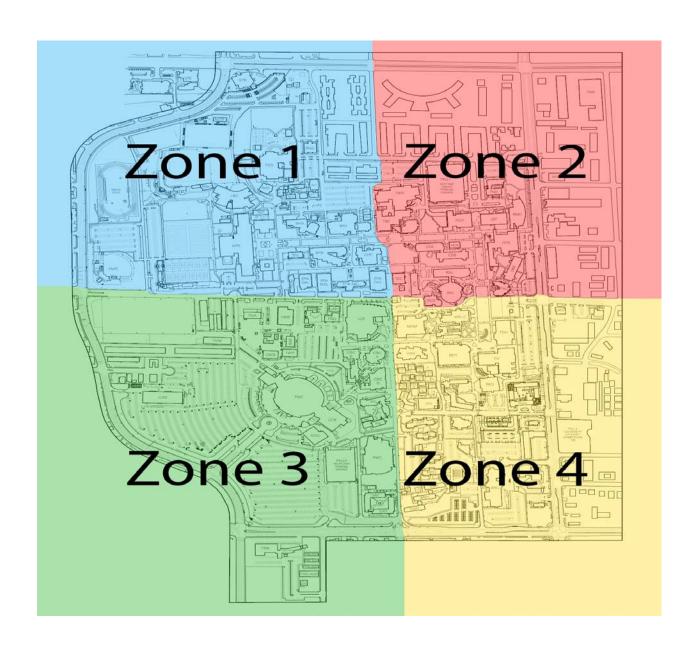
UNLV	CSN	NSC/DRI (LAS VEGAS CAMPUS)	SYSTEM
CLERY REPORTING	CLERY REPORTING	CLERY REPORTING	CLERY REPORTING
EFFICIENCY AND EFFECTIVENESS	EFFICIENCY AND EFFECTIVENESS	EFFICIENCY AND EFFECTIVENESS	EFFICIENCY AND EFFECTIVENESS
BROADER WORKFORCE AVAILABLE	BROADER WORKFORCE AVAILABLE	BROADER WORKFORCE AVAILABLE	BROADER WORKFORCE AVAILABLE
FOR CRITICAL INCIDENTS/SPECIAL	FOR CRITICAL INCIDENTS/SPECIAL	FOR CRITICAL INCIDENTS/SPECIAL	FOR CRITICAL INCIDENTS/SPECIAL
EVENTS	EVENTS	EVENTS	EVENTS
IMPROVED RECRUITMENT AND	IMPROVED RECRUITMENT AND	IMPROVED RECRUITMENT AND	IMPROVED RECRUITMENT AND
RETENTION	RETENTION	RETENTION	RETENTION
REDUCTION OF TURNOVER	REDUCTION OF TURNOVER	REDUCTION OF TURNOVER	REDUCTION OF TURNOVER REDUCES
REDUCES PERSONNEL COSTS	REDUCES PERSONNEL COSTS	REDUCES PERSONNEL COSTS	PERSONNEL COSTS
REDUCED LIABILITY	REDUCED LIABILITY	REDUCED LIABILITY	REDUCED LIABILITY
EFFICIENCIES AND COST SAVINGS	EFFICIENCIES AND COST SAVINGS	EFFICIENCIES AND COST SAVINGS	EFFICIENCIES AND COST SAVINGS
REDUCTION OF ADMINISTRATIVE	REDUCTION OF ADMINISTRATIVE	REDUCTION OF ADMINISTRATIVE	REDUCTION OF ADMINISTRATIVE
BUREAUCRACY	BUREAUCRACY	BUREAUCRACY	BUREAUCRACY
GREATER ECONOMY OF SCALE	GREATER ECONOMY OF SCALE	GREATER ECONOMY OF SCALE	GREATER ECONOMY OF SCALE
ONE VOICE ON INSTITUTIONAL	ONE VOICE ON INSTITUTIONAL	ONE VOICE ON INSTITUTIONAL	ONE VOICE ON INSTITUTIONAL POLICE
POLICE MATTERS	POLICE MATTERS	POLICE MATTERS	MATTERS
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OPPORTUNITIES	OPPORTUNITIES	OPPORTUNITIES	OPPORTUNITIES
PROMOTIONAL, TRAINING AND	PROMOTIONAL, TRAINING AND	PROMOTIONAL, TRAINING AND	
CAREER DEVELOPMENT	CAREER DEVELOPMENT	CAREER DEVELOPMENT	
OPPORTUNITIES	OPPORTUNITIES	OPPORTUNITIES	
STANDARDIZED POLICIES	STANDARDIZED POLICIES	STANDARDIZED POLICIES	
STANDARDIZED EQUIPMENT,	STANDARDIZED EQUIPMENT,	STANDARDIZED EQUIPMENT,	
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CONSOLIDATION OF DISPATCHING	CONSOLIDATION OF DISPATCHING	CONSOLIDATION OF DISPATCHING	
CONSOLIDATION OF EVIDENCE	CONSOLIDATION OF EVIDENCE	CONSOLIDATION OF EVIDENCE	
CONSOLIDATION OF RECORDS	CONSOLIDATION OF RECORDS	CONSOLIDATION OF RECORDS	
MANAGEMENT	MANAGEMENT	MANAGEMENT	
CONSOLIDATION OF CLERICAL	CONSOLIDATION OF CLERICAL	CONSOLIDATION OF CLERICAL	
SUPPORT	SUPPORT	SUPPORT	
CONSOLIDATION OF EQUIPMENT	CONSOLIDATION OF EQUIPMENT	CONSOLIDATION OF EQUIPMENT	
INVENTORIES REDUCE/ELIMINATE	INVENTORIES REDUCE/ELIMINATE	INVENTORIES REDUCE/ELIMINATE	
FUTURE PURCHASES	FUTURE PURCHASES	FUTURE PURCHASES	
CENTRALIZED PURCHASING	CENTRALIZED PURCHASING	CENTRALIZED PURCHASING	
POOLING OF RESOURCES	POOLING OF RESOURCES	POOLING OF RESOURCES	
ELIMINATE DUPLICATIVE SERVICES	ELIMINATE DUPLICATIVE SERVICES	ELIMINATE DUPLICATIVE SERVICES	
	24/365 COVERAGE	24/365 COVERAGE	
	ELIMINATES NEED FOR CALL OUT PAY	ELIMINATES NEED FOR CALL OUT	
		PAY SUMMATES ON CALL DAY	
	ELIMINATES ON CALL PAY	ELIMINATES ON CALL PAY	
	ACCESS TO REGIONAL ASSETS	ACCESS TO REGIONAL ASSETS	

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Day Shift	35		
Central	23		
Regional	12		
Night Shift	30		
Central	18		
Regional	12		
Total	65		
	#	SoC	
Sergeants	8	1 to 6	counting both central and regional
Lieutenants	5	Watch	one per shift (watch commander); special event
Ass. Director	3		Central / Regional / Adminstration
Director	1		Southern Area Command



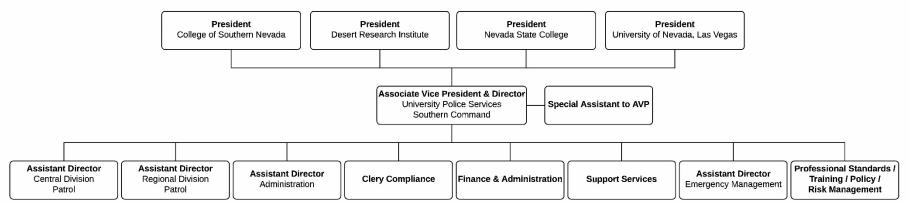






# UNIVERSITY POLICE SERVICES SOUTHERN COMMAND

Organizational Chart











# UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA

Final Report and Recommendations
UCCSN Police Study Committee



### March 2002

System Administration • University of Nevada, Reno • University of Nevada, Las Vegas •
Community College of Southern Nevada • Great Basin College •
Truckee Meadows Community College • Western Nevada Community College • Desert Research Institute
Nevada State College at Henderson

# RECOMMENDATIONS ON POLICY RELATED TO THE REPORT PREPARED BY THE UCCSN POLICE STUDY COMMITTEE March 2002

In response to the study and the recommendations made by the UCCSN Police Study Committee (Survey of University and College Campus Police and Security Agencies in Nevada), contained in Appendix 1, policy issues for consideration by the Board of Regents have been developed by the Chancellor's Office and are presented in this document. Also presented is a summary of the recommendations from the UCCSN Police Study Committee report, many of which are incorporated into the policies presented for consideration.

The UCCSN institutions that currently have police departments are UNLV, UNR, and TMCC. Policies adopted by the Board of Regents should apply to these departments and security practices at other institutions. In the absence of a police department, some institutions contract for services through a private firm or with another campus. The policy issues pertain primarily to police departments, not to security agencies that are hired by an institution. However, the principles within the policies would apply to any security agency working for UCCSN and need to be incorporated into the contract for services.

In addition to the study recently completed by the UCCSN Police Study Committee, the 2001 Nevada Legislature enacted AB 634, which allows "the Board of Regents to create on each campus of the system a campus review board to advise the president or other chief administrative officer of the campus and, upon request, the Board of Regents on issues concerning allegations made against peace officers of the police department for the system involving misconduct while serving on the campus." (A copy of AB 634 is attached as Appendix 2. The bill is set forth in NRS 396.3291, 396.3293, 396.3295, and 396.3297) A policy establishing the power described in AB 634 is presented for Board of Regents consideration, but no specific decisions related to each campus are included in this summary.

There are currently no policy statements in the UCCSN Board of Regents' Handbook specific to the operation or function of UCCSN police departments. With this in mind, there are a number of potential policies that should be addressed either in the context of Handbook policy or through the departments individually. These issues are listed and discussed below, and potential policy changes are summarized at the end of this memo.

#### Campus Policing Issues

1. The use of sworn officers

UCCSN campus police departments use sworn officers, meaning they have the same type of training, arrest powers, rights and responsibilities as municipal police officers. Questions have been raised about their uniforms, the type of weapons used, and the circumstances where weapons are appropriate. The UCCSN Police Study Committee report, Survey of University and College Campus Police and Security Agencies in Nevada, provides justification of the current practices, but the Board of Regents could adopt policies that define 1) the use of weapons, including prohibiting the availability and use of certain types of weapons, and 2) the type of uniforms.

According to NRS 289.350, a member of a UCCSN police department is a "peace officer."

# APPENDIX F UCCSN POLICE STUDY COMMITTEE REPORT-2002

Policy recommendations - Campus Police Page 2 of 5

2. Recruitment and training

There are a number of recommendations outlined in the Survey of University and College Campus Police and Security Agencies in Nevada for the Board of Regents consideration. These are presented in Section B.8 of the report and include the following: (a) implementation of standardized psychological screening, (b) addressing staffing issues such as staffing shortages, pay discrepancies between municipal and campus officers that may hinder recruitment and retention, and (c) the development of training programs that address issues involved in policing on a college campus, including governance structures, diversity training, residence hall policy, and alternative patrol methodologies. Some of these issues may be addressed through the use of a community-oriented policing model (#4 below).

3. Citizen complaints regarding peace officers

Each campus police department has a system in place whereby complaints about peace officers or police department actions are handled. However, AB 634 states, "The board of regents may create a review board to advise the board of regents on issues concerning peace officers of the police department for the system." This bill further delineates the regulations involving membership and scope of such a board and gives the Board of Regents the prerogative to create such review boards, designate existing boards as review boards under AB 634, or take no action.

Type of policing model being used

The Board of Regents may wish to clarify the type of model used by UCCSN police departments. The current standard has been to model campus police departments after municipal police departments. This usually includes an emphasis on law enforcement and crisis response or reactive policing. An alternate model that is currently receiving attention is community-oriented policing (COP). The Survey of University and College Campus Police and Security Agencies in Nevada mentions that there is movement toward this type of model in UCCSN police departments. Community-oriented policing, as its name suggests, is characterized by a community orientation, including a focus on interpersonal relationships and proactivity and flexibility in response to problems. However, according to the study, this should not compromise the ability of the department to handle campus crises.

5. Ultimate authority and responsibility for police departments

The basic operations of the police departments are entrusted to each institutional president, who hires the executives in charge of the departments. However, the Board of Regents has ultimate responsibility for the police departments. An annual or biennial audit or review of the departments with a report to the Board of Regents would underscore this authority.

#### **Potential Policy Statements**

These policy statements reflect the above five issues and incorporate many of the recommendations from the UCCSN Policy Study Committee report. They also include policy not recommended by the Task Force but added after system administration review.

#### Mission

The mission of UCCSN police and security forces shall be 1) to provide for the safety and security of students, employees, and guests on each campus, 2) to protect UCCSN property, 3) to create an atmosphere of respect, friendliness, and community on the campus, and 4) to provide the most efficient, extensive security for each campus within the resources available.

- A. Control, Authority and Reporting. The control and authority over all UCCSN police departments resides with the Board of Regents. The Board of Regents entrusts the Chancellor and, through the Chancellor, the Presidents with the direct oversight and management of police departments and contracted security firms at individual institutions within the limits set by UCCSN policy.
- B. External Contracts. Contracts between UCCSN institutions and private security firms must describe the exact duties and responsibilities of the security firm's employees, including the obligations to communicate problems and disturbances to campus administrators in addition to their own supervisors, and to local police when necessary. The contract should refer to Board of Regents policies. Any contract for services by a private security firm must be reviewed by UCCSN legal counsel and approved by the Chancellor. Such contracts may not exceed the authority granted to the President under UCCSN policy.
- C. Interlocal Agreements. In accordance with NRS 396.325, each UCCSN campus shall enter into an interlocal agreement with the appropriate municipal police department to define the territorial limits and jurisdiction of campus peace officers and private security firms. Where needed or requested, each UCCSN police department shall provide mutual aid, assistance, and expertise to municipal police departments
- D. Community-oriented Model. All UCCSN police departments shall use a community-oriented policing model, developed to support and enhance the system and institutional mission and the welfare of students and staff.
- E. Campus Education. All UCCSN police departments shall establish educational programs for students and employees on safety issues.<sup>2</sup>
- F. Training. All UCCSN police departments shall establish training requirements and programs that ensure that all police are prepared to function effectively consistent with peace officer status within higher education's setting and goals that meet or exceed state peace officer training requirements.
- G. Hiring Criteria. All UCCSN police departments shall establish standards and screening criteria to ensure qualified personnel. Standardized psychological screening will be conducted for all police recruits in the UCCSN.
- H. Uniforms. UCCSN police are highly visible representatives of the university or college in which they are employed. Attire of UCCSN police shall be appropriate for their duties. Each institution shall determine the type of attire best suited for the effective functioning of its police department. The attire of UCCSN police shall be clearly distinctive so that students and employees will easily recognize institutional police. Distinctive is defined as different from other law enforcement agencies in the county in which the campus resides. (This policy shall be implemented no later than fall 2005.)
- I. Weapons. Each President may restrict the armament of any or all police within the institution. All UCCSN police departments shall evaluate the type of weapons necessary for meeting their duties and equip the force with only those weapons judged to be essential to their mission. Only

<sup>&</sup>lt;sup>2</sup> Examples include, but are not limited to, crime prevention, self-defense, alcohol and drug education, emergency responses, and crisis management.

officers who are fully trained in a weapon and for whom the weapon is essential shall carry a weapon. Each police department head shall determine which officers may carry each type of weapon. It is at the police department head's sole discretion to limit which officers may carry a particular type of weapon. *Possible Addition:* No UCCSN police departments shall be equipped with automatic weapons. (Automatic is defined as any weapon capable of firing more than one round with a single pull of the trigger.)

- J. Scope of Operations. Given finite resources, each department shall not engage in non-essential services, including those available through arrangements with municipal police if cost, efficiency, and effectiveness can be served through partnerships. All departments shall limit the scope of coverage to those areas essential to the institution's safety. Possible Addition: No tactical special operations units (such as special weapons and tactics units) shall be formed by UCCSN police. Any special operations must be approved by the police department head, the President, and the Chancellor and reported after the operation is complete to the Board.
- K. Board of Regents Reports. The Board of Regents, through the Campus Environment Committee, shall review biennial reports on the status of safety issues from each campus. The timing of the reports will correspond with deadlines for federal and state reporting of crime statistics. These reports to the Board shall minimally include the following data required under NRS 396.329: crime statistics, training requirements and programs, equipment authorized for use by police officers, policies regarding use of force, activities to improve or maintain public relations, number of full-time and reserve officers, and number of allegations of excessive force. In addition, the reports to the Board shall also contain information on hiring requirements, attire, description of weapons in inventory, and percentage of time police spend on campus (excluding patrol time in cars).
- L. Campus Reports. All UCCSN police departments must comply with federal requirements of the Student Right To Know Act (Clery Act) and shall provide widely disseminated monthly reports on campus crime to all members of the campus community through email or other mechanisms. Immediate warnings to the campus community shall be provided if the police departments have reliable information about dangerous individuals in the area or of crimes in the immediate vicinity of the institution that are not yet solved.
- M. External Evaluation. At least every five years, all UCCSN police departments shall be reviewed by an entity external to the UCCSN, approved by the Chancellor on recommendation from the President. The purpose of these reviews will be to assure that the police departments and their employees are operating in an appropriate and effective manner consistent with the welfare of the institution of which they are a part. These reviews shall be presented to the Board of Regents by the external reviewer.
- N. Review Boards. In accordance with AB 634, the Board of Regents shall, for each institution, either establish a review board or ensure that an alternate mechanism is in place to address the concerns raised by AB 634. If established, the membership and function of this board will be consistent with the stipulations set forth in AB 634 and shall annually present a report to the Chancellor on its activities. (A recommendation from each campus about the desired mechanism and composition shall be presented to the Board of Regents at the September 2002 meeting.)

#### Recommendations Related to Funding and Practice by Study Committee

In the Survey of University and College Campus Police and Security Agencies in Nevada, other recommendations are made that are less policy-oriented and more practice-based or that overlap with the recommendations above. These recommendations are summarized below. Some are appropriate for implementation at each institutional level without further Board of Regents action. Some will require additional funding and inclusion of a budget enhancement request to the state general fund. System administration staff has provided the comments in parentheses.

- 1. Increase the number of sworn officers and civilian employees at TMCC, UNLV, and UNR. Pages 8 and 13. (Since there is no special allocation from the legislature for police departments, this is an institutional choice related to the many priorities the institution faces. Institutions are urged to consider carefully the recommendations contained in the Police Study Committee report.)
- 2. Develop and implement recruitment strategies to attract and retain women and minorities to campus policing/security. Page 8. (UCCSN has an affirmative action policy in place that would support such actions at the institutional level.)
- 3. Address pay differentials between UCCSN police recruits and police recruits in county/municipal law enforcement agencies. Pay disparities increase the challenge of recruiting and retaining high-quality campus police candidates. Page 13. (A proposal for this change will be forthcoming from the institutions for consideration as an enhancement in the 2003-05 budget request.)
- 4. Develop an additional 40-hour training course for police/security officers. Page 13. The Task Force recommends a specific 40-hour training course, to include content on community policing philosophy and practices on university and college campuses, governance structure of university and college campuses, sensitivity and diversity training, residence hall policies and procedures, campus jurisdiction, civilian complaint investigatory procedures, alternative patrol methodologies. (The departments acting jointly under policy F could set this up.)
- 5. Explore ways to increase the level of funding for public safety services on Nevada university and college campuses. Page 17. (Since there is no special allocation from the legislature for police departments, this is an institutional choice related to the many priorities the institution faces. Institutions are urged to consider carefully the recommendations contained in the Police Study Committee report.)
- 6. Increase funding to allow for 24-hour patrol of Truckee Meadows Community College. Page 17. (Since there is no special allocation from the legislature for police departments, this is an institutional choice related to the many priorities the institution faces.)
- 7. As full-service law enforcement agencies, located in urban areas with the attendant crime and transient problems, Nevada campus police/security officers should continue to carry defensive weapons to ensure the safety of the campus community. Page 19. (See policy I above.)

# Survey of University and College Campus Police and Security Agencies in Nevada

Prepared by UCCSN Police Study Committee

October 12, 2001

#### UCCSN Police Study Commission

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## **Executive Summary**

In the spring of 2001, the UCCSN Board of Regents commissioned a panel to study campus policing and security on Nevada campuses. As an initial step, a survey of campus police and security agencies at UNLV, UNR, CCSN, and TMCC was conducted. This report presents data from the survey on UCCSN safety personnel, budget, equipment, crime statistics, crime prevention, and policies and programs. The report also provides comparisons with comparable four-year and two-year public post-secondary educational institutions.

#### Recommendations

Each section of the report contains recommendations for improvement. Major policy recommendations for the Board's consideration include:

- UCCSN Board of Regents encourages campus presidents to ensure that all public safety
  officers receive the appropriate training not only for law enforcement (as required for
  certification) but also for community policing models and for sensitivity to the higher
  education context.
- UCCSN Board of Regents, through the Campus Environment Committee, will receive biannual reports on the status of public safety issues from each campus. The timing of the reports will correspond with deadlines for federal and state reporting of crime statistics so that the Board receives the most current and thorough information. (NOTE: This would mean an October or November meeting could include the statistics from that year's report).

#### Highlights

Highlights of the report include the following:

#### Personnel

- Campus policing at Nevada universities and colleges is consistent with policies and practices nationally.
- Nevada campus police/security agencies have new officer screening and training policies and procedures that meet or exceed national practices.
- Officer turnover is an issue at all Nevada institutions.

- Consistent with national practices, all Nevada campus police officers are authorized to carry firearms as well as other defensive weapons. CCSN security guards are not authorized to do so because they are not sworn peace officers.
- 83% of all United States campus police agencies authorize firearms.

#### Service

- Serious, violent crimes are rare on campuses nationally and locally.
- Nevada campuses are safe when crime statistics are compared to the communities in which they are located; however, reports of serious violent crime and property crime are higher than national averages for higher education institutions.
- UNLV police responded to 2/3 of the calls for service within the UCCSN.
- All UCCSN institutions are in compliance with federal and state crime reporting statutes.
- Nevada campus police/security agencies offer a broad range of programs and services to promote safety.
- All UCCSN agencies have written policies and procedures on the processing of citizen complaints.
- There were no citizen complaints filed charging excessive force against a UCCSN officer in 1998, 1999, nor 2000.

#### Introduction

In the Spring of 2001 the UCCSN Regents commissioned a panel to study campus policing and security on Nevada campuses. As an initial step in the study, a survey of campus police and security agencies was conducted. The Survey of University and College Campus Police and Security Agencies (see Appendix A) was mailed to agency chiefs/directors at the University of Nevada Las Vegas, the University of Nevada Reno, the Community College of Southern Nevada, and the Truckee Meadows Community College.

This report presents data from the survey on personnel, budgets, equipment, crime statistics, crime prevention and safety policies and program operated by campus police and security agencies in the State. In addition to data supplied by the survey, information was also collected on police/security, crime, and safety programs at comparable 4-year and 2-year public postsecondary educational institutions in the United States. This information was used as the basis of comparisons between Nevada campus police/security agencies and agencies at universities and colleges nationally and was obtained from four primary sources:

- The Incidence of Crime on the Campuses of U.S. Postsecondary Education Institutions.
   A Report to Congress. U.S. Department of Justice. Office of Postsecondary Education.
   January 2001.
- Campus Security Statistics Website. Office of Postsecondary Education. http://ope.ed.gov/security/OPEHome.asp
- Campus Law Enforcement Agencies. Bureau of Justice Statistics. U.S. Department of Justice. December 1996.
- Campus Crime and Security and Postsecondary Education Institutions. National Center for Education Statistics. U.S. Department of Education. January 1997.

## Section A: Personnel

## A.1 Public vs. Private Campus Police/Security

A large majority of the law enforcement services provided on Nevada campuses are performed by employees of the university system. Only the Community College of Southern Nevada (CCSN) outsources, or contracts out, for campus security services. At CCSN, security officers are employees of a private security firm.

The vast majority of universities and colleges nationally use sworn officers (i.e, officers with full arrest powers) employed by the institution to provide law enforcement services. Indeed, the use

of private security services at universities and colleges nationally is rare, particularly at larger institutions: less than 3 percent of campuses nationally outsource all security services. However, one-quarter of all institutions do use contract officers on a limited basis, typically in conjunction with special events that occur on campus.

There are several reasons for the predominance of public police agencies on university and college campuses.

• Increases in serious campus crime mandate that campus police have full law enforcement authority, equivalent to those of municipal police agencies.

Private security officers have no more power than a private citizen. They cannot detain for questioning suspicious persons on campus. Both Nevada university campuses are located in urban areas plagued by high rates of crime and large number of transients, prostitutes, drug abusers and dealers, and gang members. In the event such persons drift onto campus, as they frequently do, a non-sworn private security officer would have no real legal enforcement standing to do anything other than request such persons leave the campus. For violent crimes in progress, the private security officer can do little more than observe and report. By the time the private security officer has witnessed or become aware of a victimization and reported the crime to the local police, the suspect(s) have fled, reducing the chances for an arrest.

• The recruitment and training standards of private security officers are inadequate to ensure the order and safety of the campus community.

The nature of policing on campus campuses dictates high standards in the selection of campus police officers. As full service law enforcement agencies, campus police also need rigorous and continuous training.

 Private security agencies do not have access to state and national crime information databases.

Only sworn law enforcement officers have authorized access to data bases that contain information on outstanding wants and warrants, temporary protection orders, and sexual offender information (e.g., Nevada Criminal Justice Information Repository). Access to these information systems is critical to crime prevention on campus.

 High turnover in private security agencies seriously impairs community-oriented policing strategies on campus.

Campus police agencies, including those in Nevada, are increasingly moving toward more proactive policing methods that utilize close working relationships between campus police and the campus community. The high turnover rate of private security officers makes it difficult to establish meaningful partnerships between students, employees, and campus police.

## A.2 Appointing Authority

Nevada campus police are employees of the University and Community College System of Nevada. This appointing authority is consistent with national patterns and practices. With few exceptions, U.S. campus police/security agencies are under the authority of either the institution's chief executive officer (i.e., president) or the governing board (i.e., regents, board of trustees, etc.). Only three states- Massachusetts, New Jersey, and Rhode Island - locate controlling authority for campus police within traditional law enforcement agencies. The Colonel of State Police in Massachusetts and the Superintendents of State Police in New Jersey and Rhode Island are identified in respective state statutes as appointing authority.

## A.3 Number of Employees and Job Function

As of February 1, 2001, Nevada university and college police/security agencies employed a total of 107 employees (Table 1). Of the 105 full-time employees, 44 percent were sworn campus police personnel. More than 90 percent of sworn personnel were assigned to field operations and performed duties such as routine patrol, responding to calls for service, and investigations. The remaining sworn personnel served in administrative capacities. A majority of the 59 full-time nonsworn personnel were assigned to building security or parking enforcement. Approximately one in three nonsworn personnel provided either administrative or technical support to their agencies.

Swox	n Person	nel Nonsy	vorn Personne	21
Total	Full- time	Part-time	Full-time	Part-time
Total employees as of February 1, 2001 107	46	2	59	. 0
Administration Chief of police, assistants, and any other personnel working in an administrative capacity (e.g., finance, personnel, etc.)	5	0	12	0
Field operations Police officers, detectives, supervisors (e.g., traffic, patrol, investigations, special operations, etc.)	41	2	I	0
Technical support Dispatchers, record clerks, data processors (e.g, communications, crime prevention, training, etc.)	0	0	9	0
Other (e.g., building security officers, parking monitors, etc.)	0	0	37	0

Campus police agencies at both UNLV and UNR are substantially smaller than comparablysized four-year institutions in the U.S. (Table 2).

	Campus enrollment	Total employees	Full-time Sworn	Part-time Sworn	Full-time Nonsworn	Part-time Nonsworn
University of Nevada Reno	12,659 (Fall 2000)	23	18	0	5	0
4-year colleges and universities	10,000- 14,999 students	54	20	2	18	14
University of Nevada Las Vegas	22,342 (Fall 2000)	40	22	2	16	0
4-year colleges and universities	20,000- 24,999 students	70	33	1	17	19
Community College of Southern Nevada	31,074 (Fall 2000)	36	0	0	36	0
Truckee Meadows Community College	10,542 (Fall 2000)	8	6	0	2	0

With only 40 full-time employees, UNLV's campus police staff is roughly 40 percent smaller than the average for schools with enrollments of 20,000-24,999 students. Staffing disparities are even sharper at UNR; on average, similarly sized institutions have more than twice its number of employees. The number of full-time sworn officers at both UNLV and UNR also falls below the national average. UNR has two fewer sworn officers than similarly sized institutions nationally. Schools comparable in size to UNLV have, on average, 11 more full-time sworn officers.

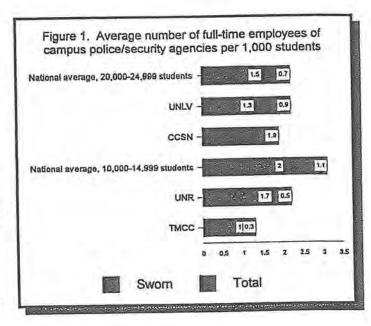
More precise comparisons between staffing levels at Nevada campuses and postsecondary institutions nationally can be drawn by examining the *ratio* of full-time campus police employees per 1,000 students (Figure 1). The national average for institutions with enrollments of 20,000-24,999 students is 2.2 employees per 1,000 students. That ratio exists at UNLV and is only slightly lower (1.9) at CCSN. The ratio of sworn officers at UNLV is roughly that of similarly sized schools nationally. There are no sworn officers at CCSN.

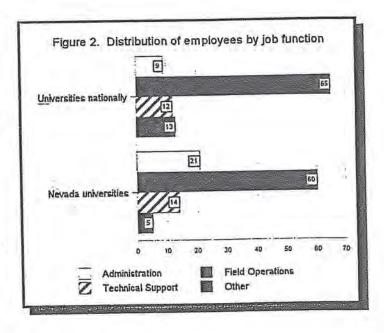
Nationally, schools with enrollments of 10,000-14,999 students have employee/student ratios of 3 to 1. Both UNR and TMCC fall considerably below that figure. For every 1,000 students at UNR there are 2.2 full-time campus police employees. The disparity is the result of a greater number of nonsworn, support personnel employed by campus police agencies nationally. There are more than twice as many nonsworn employees at universities of this size nationally than are

4

employed by UNR campus police.
TMCC has the lowest ratio of
employees to students of all Nevada
campuses (1.3 per 1,000 students).
Comparable institutions nationally
have twice as many sworn officers as
TMCC.

Figure 2 presents the distribution of employees by job function in Nevada campus police/security agencies with those in institutions nationally. The proportion of total employees assigned to field operations in Nevada agencies (60 percent) is only slightly lower than the national average (65 percent). Compared to universities nationally, in Nevada campus police agencies have more than twice as many employees assigned to administrative duties (9 percent vs. 21 percent). The proportion assigned to technical support roles in Nevada (14 percent) is roughly that found in universities nationally (12 percent). No information on employee assignments in community college agencies is available. However, a majority of campus police/security employees at community colleges in Nevada are assigned to "other" duties, which include building security and parking monitors.





## A.4 The Use of Uniformed Officers on Campus

As mandated by NRS 396.327, all sworn campus police officers in Nevada are required to wear badges. Nevada campus police also wear distinctive uniforms, as do the vast majority of campus police nationally. Nationally, 8 out of 10 sworn campus police officers are uniformed (Campus Law Enforcement Agencies, 1996). The widespread use of uniformed campus police officers can be justified on a number of grounds.

A uniformed police presence is a deterrent to criminal activity on campus.

Of the core objectives of campus policing is the deterrence of criminal activity. The use of uniformed campus officers increases their visibility and influences the perceived risks of detection and apprehension associated with criminal behavior. Particularly in urban areas, where campus crime rates and transient flows are higher, nearly all campus agencies have uniformed officers performing field patrol.

... the uniform itself carries an aura of immediate respect, as people are perceptually, and mentally geared toward the concept that law enforcement authority must be visible to be effective. And there is no greater method of law enforcement visibility than to be in a full, plainly visible and recognizable uniform. – Lt. Charles Wilson, Rhode Island College Campus Police, Providence, RI.

A uniformed police presence contributes to a sense of security among students, faculty, and staff.

Just as neighborhood residents are comforted by the occasional presence of a patrol car, the campus community benefits from a visible police presence. In addition, uniformed officers can be readily identified in critical incidents or large gatherings.

In times of emergencies people instantaneously know what a uniform means and they will look to that person for help and will follow directions from that person. Someone in a polo shirt is not going to have the needed command presence. — Chief Laura Lorman, West Valley-Mission Community College Police Department.

 Campus police work often involves specific tasks that are best performed in traditional police uniforms.

Police officers often have to climb fences, look under cars, deal with stray animals, and engage in foot chases. These kinds of duties are difficult wearing blazers. In addition, officers wander alleyways, residence halls, and make car stops in inclement weather. Uniforms protect officers, and their agencies, from concerns about them being prowlers or other suspicious persons.

Experiences with alternatives dress for campus police nationally have not been positive.

Colorado, for example, discontinued its experiment with having campus officers wearing "blazers." Members of the campus community frequently failed to recognize officers wearing blazers, challenged the authority of officers, and too often led to the necessity for a higher level of force to be utilized.

At the community college where I used to work, the administration wanted the police officers to be in "soft" uniforms - khaki Docker pants and polo shirts. However, the security guards were in a traditional "hard" uniform. So in situations where I was trying to do police work, people would invariably go to the security guard first. They

recognized the uniform and EXPECTED the guard to be the person with the most authority. In almost all of these situations, there was a lot of confusion on the public's part about me being the cop and the uniformed guy being the guard. — Officer Christopher Hawk, University of Illinois Police Department, Urbana, IL.

## A.5 Gender and Race of Campus Police/Security Officers

Nevada campus police/security employees are, by and large, white males (Table 3). With the exception of TMCC, the percentage of sworn officers who are females falls well below the national average for universities and colleges. Only 5 percent of UNLV's sworn officers are female (actually, only one individual); 14.3 percent of sworn officers at comparable institutions are females. Though UNR currently has none serving as sworn officers, the agency does have a tradition of female officers (two female recruits are currently undergoing training at the academy). At TMCC there are proportionally more sworn female officers than the national average (16.7 percent at TMCC vs. 13.8 percent at similarly sized institutions nationally). And with the exception of CCSN, the percentage of female nowsworn employees at Nevada campus agencies exceeds national averages.

One-fourth of sworn officers and nearly one-third of nonsworn employees at UNLV are minorities. Minorities constitute nearly half (44 percent) of all campus security personnel at CCSN. Roughly one in four sworn officers at UNR are minority members, though it employs no non-whites as nonsworn personnel. On the other hand, none of the sworn officers at TMCC are minorities but all of the nonsworn personnel are Hispanics.

	2.000.000.000	Female		Mine	orities
	Campus enrollment	Sworn	Nonsworn	Sworn	Nonsworn
UNLV	22,342	5.0%	64.3%	25.0%	29.3%
UNR	12,659	0.0%	80.0%	22.7%	0.0%
CCSN	31,074	NA	13.9%	NA	44.9%
TMCC	10,542	16.7%	50.0%	0.0%	100.0%
National average	20,000-24,999	14.3%	53.0%	26.4%	29.8%
National average	10,000-14,999	13.8%	35.7%	29.1%	43.1%

#### A.6 Summary

Campus policing at Nevada universities and colleges is consistent with policies and practices nationally. Like a majority of U.S. postsecondary institutions, most Nevada campuses (UNLV, UNR, TMCC) utilize public, sworn peace officers rather than employees of private security agencies. The controlling authority for campus police/security in Nevada is the university president, and ultimately the Board of Regents. Only three states place authority for campus policing in state law enforcement agencies. Like most university and college campuses, sworn campus police officers in Nevada wear distinctive uniforms. At campuses in Southern Nevada, the ratio of total campus police employees (sworn and civilian) and sworn officers to students is comparable to that of similarly sized institutions nationally. However, both UNR and TMCC fall below national staffing patterns. Compared to postsecondary institutions nationally, Nevada campus police/security agencies employ fewer females and minorities.

#### A.7 Recommendations

- Increase the number of sworn officers and civilian employees at all campuses.
- Develop and implement recruitment strategies to attract and retain female and minorities to campus policing/security.

## Section B: Recruitment and Training

## B.1 Educational requirements

Effective policing on university and college campuses requires a community-oriented strategy that promotes police-campus community partnerships in order to prevent crime. However, often relationships between campus police and students are complicated by stereotypes, cultural differences, and other challenges. To foster positive police-student relationships, a growing number of campus police/security agencies are requiring that new officer recruits have at least some experience as a university or college student.

Nationally, about 30 percent of campus police/security agencies currently have a college requirement of some kind for new officer recruits (Table 4). Roughly one in six required a two-year degree; only 2 percent required 4-year degrees. Thus, most agencies simply required that recruits have some college credits. In Nevada, the minimum educational requirement for new officer recruits is a high school diploma or its equivalent.

	National average, 20,000-24,999	UNLV	CCSN	National average, 10,000-14,999	UNR	TMCC
High school degree or equivalent only	70%	•	•	71%	•	•
Some college credits	13%			11%		
AA Degree	13%			13%		
BA/BS Degree	3%			2%		

Though requiring only a high school education or its equivalent for recruits, the majority of officers currently employed by Nevada campus police/security agencies have earned college credits (Table 5). Thirty-five percent of officers have either an associates or bachelors degree. Masters degrees are held by 7 percent of all Nevada campus police officers.

	High school degree	Some college	AA Degree	BA/BS Degree	M.A./M.A. Degree	Percentage of officers currently enrolled in university or college
Total	21%	37%	19%	16%	7%	
UNLV	44%	6%	17%	28%	5%	None
UNR	6%	55%	17%	11%	11%	**
CCSN	Data not available	Data not available	Data not available	Data not available	Data not available	Data not available
TMCC	.00	71%	29%	.00	.00	71%

## B.2 Screening Devices

Like a majority of agencies in the U.S., applicants for campus police/security officer positions at Nevada universities and colleges are subjected to a number of screening devices (Table 6). Applicant screening in Nevada is arguably more rigorous than is typical of institutions nationally. At all Nevada agencies, recruits undergo written aptitude and physical agility tests, drug tests, background investigations and criminal records checks, and personal and board interviews. Both university campus police agencies and TMCC also require psychological screens, though the specific screening instrument varies across campuses. With the exception of CCSN, all officer applicants must also submit to a medical exam.

	National average, 20,000-24,999	UNLV	CCSN	National average, 10,000-14,999	UNR	TMCC
Written aptitude test	57%	•		47%	•	0
Physical agility test	60%	•	•	44%	•	•
Background investigation	100%	•	•	97%	•	0
Criminal records check	100%	•	0	98%	•	•
Personal interview	100%	•		100%	•	•
Board interview	87%				•	•
Medical exam	97%	•		80%	•	
Drug screening	69%			56%	•	
Polygraph exam	20%	-		15%	•	•
Psychological screening	77%	•	1	68%	•	

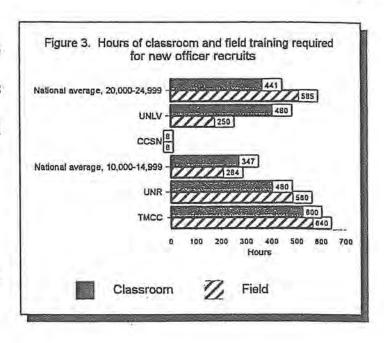
## B.3 New Officer Training

New officers at institutions nationally with enrollments of 20,000-24,999 students (enrollments comparable to UNLV and CCSN) are required to complete an average of 1,026 hours of classroom and field training (441 classroom; 585 field).

Until recently, training requirements at UNLV stipulated only 730 hours of classroom and field training. This disparity was largely a function of a lower number of required field training hours; nationally, campus police security agencies required more than twice the number of field training hours than does UNLV (585 versus 250). According to UNLV campus police officials, limited manpower has made it difficult for officers to complete the number of field training hours required at larger and/or better staffed agencies. Despite this obstacle, beginning this year all new officer recruits at UNLV will receive a total of 560 field training hours, all but eliminating the disparity with national training standards. CCSN does not employ sworn officers and requires a total of only16 hours of training.

Both UNR and TMCC, on the other hand, have training requirements that exceed those

existing at comparably sized universities and colleges. Nationally, institutions with enrollments of 10,000-14,999 students (enrollments comparable to UNR and TMCC) require new officers complete a total of 631 hours of training (347 hours of classroom and 284 hours in the field). New officers at UNR complete 1,040 hours of classroom and field training (480 and 560, respectively). New officer recruits at TMCC undergo the most training of any campus in Nevada: 1,240 hours of combined training in the classroom and the field.



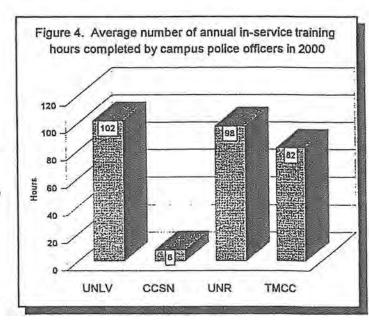
#### B. 4 Officer Recruit Salaries

Campus police officers at both universities and at TMCC are considered Nevada State classified employees and officer recruits salaries are uniform across campuses (University Police Officer I, pay grade 30). The entry level salary for campus police officers in Nevada is \$30,944 annually, compared to \$36,670 for officer recruits with the Las Vegas Metropolitan Police Department and \$43,000 with the Henderson Police Department. The pay disparity between campus vs. community police officers persists at the higher ranks as well.

## B.5 In-Service Training

In addition to the initial training requirements, campus police/security officers are also required to complete annual in-service training. Campus agencies employing sworn officers are required by Nevada statute to receive 24 hours of in-service training annually. The amount of actual in-service training, however, considerably exceeds what is required by law (Figure 4).

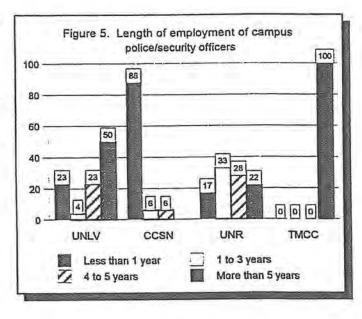
Each UNLV and UNR officer completed, on average, approximately 100 hours of in-service training in 2000



(102 hours at UNLV; 98 hours at UNR). TMCC officers completed 82 hours of in-service training that year. Because it does not employ sworn officers, less in-service training is required of CCSN officers. In 2000, CCSN security officers each completed 8 hours of inservice training.

#### B.6 Performance Evaluation and Retention

Campus police/security agencies at each institution in Nevada have formal employee evaluation programs for veteran officers. To some degree, all Nevada campus police/security agencies have difficulty retaining officers. UNLV has the most seniority among its officers (Figure 5). Nearly threequarters of all UNLV campus police officers have been employed by the agency four or more years. One-half had served for more than five years. Nearly one-quarter of all UNLV officers, however, had been with the agency for less than one year. While there are relatively fewer officers with



less than one year of service at UNR (17 percent), less than one-in-four had been with the agency for more than five years. Moreover, a full one-half of all officers at UNR had less than three years on the job.

The TMCC Police Department was formed in 1996. All of the currently employed officers at TMCC have been with the agency since that time. The problem of officer turnover is greatest at CCSN, where nearly 90 percent of all security officers have been employed by the agency less than one year.

## B.7 Summary

Nevada campus police/security agencies have new officer screening and training policies and procedures that meet or exceed national practices. Though campus agencies require only a high school education for officer recruits, most officers have earned college credits and roughly one-third have associates or bachelor degrees. Screening policies and procedures for new campus officer recruits is more rigorous than comparably sized schools nationally. At UNR and TMCC, classroom and field training requirements exceed national averages. New officer recruits at UNLV receive less training, on average, than recruits at postsecondary institutions nationally, primarily due to staffing

shortages which limit field training hours. Though required by Nevada statute to complete 24 hours of in-service training annually, campus police officers complete 80-100 hours of additional training each year. Officer turnover at all Nevada institutions is an issue.

#### B.8 Recommendations

- Implement standardized psychological screening for all new officer recruits on Nevada campuses
- Provide additional officer positions at UNLV to address the staffing shortages that limit the field training opportunities for new officer recruits
- Address pay differentials between campus police recruits and police recruits in county/municipal law enforcement agencies. Pay disparities increase the challenge of recruiting and retaining high-quality campus police candidates
- 4.. Develop an additional 40-hour training course on Nevada campuses for police/security officers. The program is justified given the special nature of police work on university and college campuses and should include such topics as:
  - Community policing philosophy and practices on university and college campuses
  - Governance structure of university and college campuses
  - Sensitivity and diversity training
  - · Residence hall policies and procedures
  - · Campus jurisdiction
  - Civilian complaint investigatory procedures
  - Alternative patrol methodologies

## Section C: Operations

## C.1 Primary Responsibilities of Campus Agencies

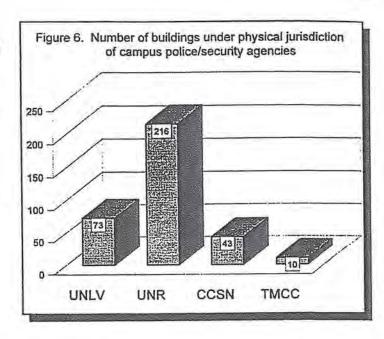
Nevada campus police/security agencies have primary responsibility for a number of important functions related to safety and order (Table 7). Those responsibilities are broader in scope at campuses in southern Nevada. Like most campus agencies in the United States, in Nevada campus police/security agencies are charged with the investigation of Uniform Crime Report (UCR) Index crimes (the most serious violent and property offenses). While a majority of campus agencies nationally also operate 911 emergency systems and dispatch calls for service, in Nevada only UNLV has such a system in place. UNLV's dispatch center employs a state-of-the-art technology CAD

(Computer Aided Dispatch) System. At UNR, the Reno City Police Department receives calls for service and provides dispatch for the campus. Most agencies in the country are also responsible for the enforcement of vice laws; however, only UNLV campus police have a primary responsibility to enforce vice laws.

While all campus agencies in Nevada are responsible for enforcing traffic regulations, only those campuses in southern Nevada have responsibility for parking enforcement. All Nevada campus police/security agencies investigate accidents. Only CCSN has primary responsibility for fire inspection, key control, and animal control. Southern Nevada campus agencies are charged with building lockup/unlock; UNR and TMCC agencies do not have that responsibility. Event and stadium/arena security is a primary responsibility of all campus police/security agencies.

	National average, 20,000-24,999	UNLV	CCSN	National average, 10,000-14,999	UNR	TMCC
Investigation of UCR crimes committed on campus	90%	•		69%	•	0
911 emergency telephone system or equivalent	67%	•		61%		
Vice enforcement	73%	•		60%		
Dispatching calls for service	97%	•		97%		
Traffic enforcement	100%	0	•	86%	0	0
Parking enforcement	67%	•	•	84%		
Accident investigations	93%	•	•	91%	•	•
Fire inspection	13%		0	19%		
Building lockup/unlock	77%	•	•	77%		
Event security	93%	0	0	79%	0	0
Stadium/arena event security	85%			67%	0	

There are a large number of buildings and facilities, both on and off campus, that fall under the jurisdiction of campus police/security agencies in Nevada (Figure 6). UNR has the most buildings/facilities under its jurisdiction with a total of 216, nearly twice as many as UNLV. TMCC is charged with the security of the fewest buildings and facilities.



#### C.2 Arrest Powers, Arms, and Patrol Services

Campus police officers at UNLV, UNR, and TMCC have arrest powers granted by Nevada statute (Table 8). Officers on these campuses are always armed while on duty. All agencies, with the exception of TMCC, offer 24 hour patrol coverage of their respective campuses.

Table 8. Arrest Powers, Patrol Cov				
	UNLV	UNR	CCSN	тмсс
Arrest powers granted by State or local authority	•	•		•
24-hour patrol coverage	•	•	•	
Officers always armed on duty	•	•		•

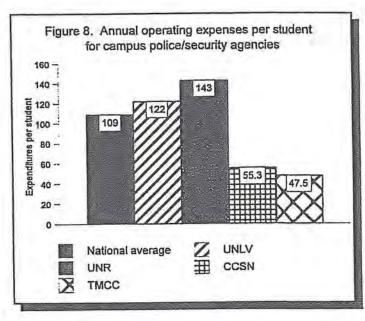
On average, universities and colleges nationally deploy 66 percent of their police/security force to automobile patrol during a 24 hour shift. Only 35 percent of UNLV police officers are assigned to automotive patrol (Table 9). UNLV officers are more likely than officers at campuses nationally to patrol on bicycles or other means (horses, carts, etc.). Only 9 percent, however, were assigned to foot patrol during a typical shift. Because of the nature of its security staff, at CCSN 75 percent of security officers are assigned to foot patrol. Although a majority of officers at UNR patrol in automobiles, UNR officers spend at least one hour per eight hour shift performing foot patrol of the campus. While no officers at UNR are assigned to bicycle patrol, such patrols are used when staff and weather

permits. At TMCC, officers are deployed evenly across foot, bicycle, and automobiles.

	National average	UNLV	UNR	CCSN	TMCC
Automobile	66%	35%	47%	0%	33%
Foot patrol	23%	9%	13%	75%	33%
Bike Patrol	8%	26%	40%	0%	33%
Other	0%	30%	0%	25%	0%

## C.3 Operating Budgets

Data were not available that would allow precise comparisons between the operating budgets of Nevada campus police/security agencies and those of national agencies. The most recent available national data are for fiscal year 1995. Consequently, care must be taken with the comparisons drawn in this section and presented in Figure 8. On the other hand, campus agency heads reported in this survey that their operating budgets had not increased in last few years; consequently, the comparisons are not meaningless.



At national universities and colleges, per student operating expenditures were, on

average, 109 dollars (Figure 8). At the two larger campuses in Nevada (UNLV and CCSN), the average expenditure per student in fiscal year 2000 was 122 dollars and 55 dollars, respectively. At UNR, there were 143 dollars in operating expenses for each student. TMCC was allocated approximately 48 dollars to provide security for each enrolled student.

With the exception of CCSN, all campus police security heads reported in this survey that their current operating budgets were not sufficient to fulfill the mission and objectives of their agencies. Two agency chiefs/directors provided the following comments.

The operating budget does not cover essential responsibilities for the budget period. Most operating expenses are obtained by charge backs to the event centers or other campus departments for event or onsite security, or are derived from parking citation and parking meter income.

The operating budget for the day to day operations of the department has not increased in recent years. The increase . . . granted for this year was allocated to support the costs of dispatching services through ... (the local police department).

## C.4 Summary

Consistent with practices at postsecondary institutions nationally, sworn campus police officers in Nevada are charged with the investigation of serious crimes that occur in areas under their jurisdiction. While a majority of institutions nationally operate 911 emergency response systems, only UNLV campus police process calls for service and provide officer dispatch. Other Nevada campuses rely on local law enforcement for emergency response dispatch. Sworn officers have arrest powers granted by statute and are always armed while on duty. Nevada university campus police are less frequently assigned to foot patrol than university police nationally, though both UNLV and UNR are above national averages in their utilization of bicycle patrol. As measured by per student expenditures, operating budgets for both UNLV and UNR in 2000 were above the national average. Operating budgets at Nevada community colleges, however, were less than half that of campus police/security agencies nationally.

#### C.5 Recommendations

- Explore ways to increase the level of funding for public safety services on Nevada university and college campuses.
- Increase funding to allow for 24-hour patrol of Truckee Meadows Community College.

## Section D: Equipment

## D.1 Defensive Weapons

At 83 percent of all U.S. campus police agencies employing sworn personnel, patrol officers are authorized to carry a sidearm. Eight percent of agencies using nonsworn security officers have received State or local authorization to carry firearms (Campus Law Enforcement Agencies, 1995). Sidearms are authorized at UNLV, UNR, and TMCC (Table 10). Semi-automatics are the most commonly authorized sidearm for officers

assigned to Nevada campus police agencies. Officers at UNLV, UNR, and TMCC are also authorized to use shotguns.

The authorization of other defensive weapons on Nevada campuses follows a less predictable pattern. For example, batons are authorized at all agencies employing sworn personnel. UNLV and UNR are issued only "expandable" (ASP) batons. TMCC officers are authorized to carry both expandable batons and "straight-stick" batons. Nationally, over 70 percent of all university and college campus police agencies are authorized to carry batons. Nearly all officers (90%+) employed at campuses with enrollments of more than 20,000 students carry some form of baton while on duty.

All Nevada agencies employing sworn personnel, however, are authorized to use "pepper spray" (oleoresin capsicum) and wear body armor (bullet proof vests). Soft projectile weapons and rubber pellet rounds are authorized for use by officers only at UNLV's campus police agency. Tear gas is used nationally by about 1 in 10 campus police agencies, electrical stun guns in 3 percent of agencies. Neither of these nonlethal weapons are authorized for use by Nevada campus police.

	National average, 20,000-24,999	ÜNLV	CCSN	National average, 10,000-14,999	UNR	TMCC
Semi-automatic sidearm	82%	0	-	77%	•	•
Shotgun	Data not available	•		Data not available	•	•
Baton	90%	•		80%	•	•
Soft projectile	Data not available	0		Data not available		
Rubber pellet rounds	Data not available	•		Data not available		
Tear gas	10%			12%		
Pepper spray	70%	•		62%	•	•
Electrical stun gun	3%			3%		
Bullet proof vest	37%	•		37%	•	•
Handcuffs	Data not available	•		Data not available	•	•

To ensure the safety of students and staff, while on duty all sworn Nevada campus police officers carry a sidearm, baton, pepper spray, and handcuffs.

#### D.2 Summary

Consistent with national practices, and with the exception of CCSN, all Nevada campus police/security officers are authorized to carry firearms, as well as other defensive weapons.

#### D.3 Recommendation

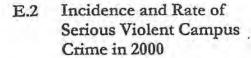
As full service law enforcement agencies, located in urban areas with the attendant crime and transient problems, Nevada campus police/security officers should continue to carry defensive weapons to ensure the safety of the campus community.

## Section E: Calls for Service and Criminal Offenses on Campus

#### E.1 Calls for Service

In calendar year, 2000, Nevada campus police/security agencies collectively received 25,375 calls for service (Figure 9). Nearly 70 percent (17,106) of these calls were crime-related. Two-thirds (16,964) of all the calls for service were received by UNLV campus police.

UNR received 7,486 calls for service in 2000, nearly half (3,599) of which were crime related. TMCC received 638 calls for service, but only 11 percent (73) were related to a criminal offense. The fewest number of calls for service were received by CCSN security officers.



Serious violent crime is a relatively rare event on university and college campuses nationally, as it is in Nevada

2.5

Figure 9. Calls for service to campus/police security agencies 25,375 30,000 25,000 16,964 17,106 20,000 13,311 15,000 7,486 10,000 287 3,599 5 000 123 UNLY CCSN UNR Calls for service Crime-related calls

(Table 11). For the four postsecondary institutions surveyed for this report, there were only 31 serious violent victimizations known to have occurred on campus in 2000. There were, in fact, no serious violent crimes reported on CCSN and TMCC campuses that year.

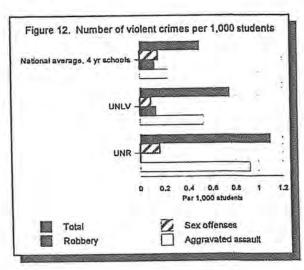
However, both UNLV and UNR exceeded the average number of violent crime for 4-year public universities and colleges nationally. On average, 4-year institutions nationally reported approximately 6 serious violent crimes. UNLV reported 17 such offenses in 2000 (6 of these crimes occurred at either Thomas & Mack or Silver Bowl public events and

another two occurred on a street bordering the campus which were also not student-related). Fourteen serious violent crimes were reported to UNR police that year. At both campuses, a majority of these violent crimes were aggravated assaults (an attack by one person upon another for the purposes of inflicting serious bodily harm). Two sexual offenses were reported at both UNLV and UNR in 2000. There were only three known robberies that year, all of which were reported at UNLV.

	National Average, 4-Year Public Universities & Colleges	UNLV	UNR	National Average, 2-Year Public Colleges	CCSN	тмсс
Total	5.72	17	14	1.74	0	0
Murder	.01	0	0	.001	0	0
Sex offenses	1.95	2	2	.22	0	0
Robbery	1.00	3	0	.57	0	0
Aggravated assault	2.76	12	12	.95	0	0

The rate of serious violent crime on Nevada's university campuses also is higher than the national average (Figure 12) For every 1,000 students at UNLV there were .75 report violent victimizations (Table 12). At UNR, there was slightly more than 1 violent crime reported on campus for every 1,000 enrolled students. For each type of serious violent crime, victimization rates on Nevada campuses exceeded those of reported at universities and colleges nationally.

	umber of serious 000 students	violent cri	mes per
	National . average, 4 year schools	UNLV	UNR
Total	.5	.75	1.1
Sexual offenses	.15	.09	.16
Robbery	.12	.13	.00
Aggravated Assault	.23	.53	.95



Though reports of serious violent crime are higher than national averages, Nevada university campuses are safe by comparison to the communities in which they are located (Table 13). The rate of serious violent crime in Las Vegas in 2000 was over 800 percent higher than that recorded at UNLV. In Reno, the rate of serious violent crime was more than four times the rate on UNR's campus.

	UNLV	Las Vegas	UNR	Reno
Total	.75	6.17	1.1	4.49
Sexual offenses	.09	.52	.16	.51
Robbery	.13	2.76	.00	1.36
Aggravated Assault	.53	.2.89	.95	2.55

## E.3 Incidence and Rate of Serious Property Campus Crime in 2000

During calendar year 2000, a total of 179 burglaries, motor vehicle thefts, and arsons occurred on Nevada university and college campuses. The incidence of these crimes exceeded the national average (Table 14). Ninety-eight property crimes were reported at UNLV, nearly four times the average number of such crimes at 4-year universities and colleges nationally. At UNR, 60 property crimes were recorded that year. At both campuses, burglaries comprised a majority of the property crimes known to have occurred. Motor vehicle theft is more of a problem on campuses in Southern Nevada. Nineteen thefts of motor vehicles were recorded at UNLV in 2000, 11 at CCSN. Five cases of arson were recorded by UNLV and UNR police that year, none at the community colleges.

	National Average, 4-year \Public Universities and Colleges	UNLV	UNR	National Average, 2-Year Public Colleges	CCSN	TMCC
Total	24.9	98	60	5.7	11	10
Burglary	17.6	76	54	3.5	0	10
Motor vehicle theft	4.3	19	4	1.2	11	0
Arson -	3	3	2	1	0	0

As was true for violent crime, the university campuses in Nevada also had higher rates of serious property crime, though the differences are less striking. (Table 15) Both UNLV and UNR had rates of approximately 4-5 property crimes per 1,000 students in 2000; the national average for 4-year public universities and colleges was 3.2 property crimes per 1,000 students. Rates of property crime at CCSN and TMCC were below the national average for 2-year public colleges. CCSN recorded .35 property offenses per 1,000 students. There was slightly less than one property crime for every 1,000 students at TMCC during the year.

	National Average, 4-year \Public Universities and Colleges	UNLV	UNR	National Average, 2-Year Public Colleges	CCSN	тмсс
Total	3.2	4.25	4,56	1.11	.35	.95
Burglary	2.5	3.4	4.25	.79	.00	.95
Motor vehicle theft	.7	.85	.31	.32	.35	.00
Arson	Data not available	.13	.16	Data not available	.00	.00

The rate of property crime on Nevada campus is substantially lower than that of the community (Table 16). In 2000, for every 1,000 Las Vegans law enforcement recorded nearly 20 burglaries and motor vehicle thefts. Rates for these offenses at UNLV and CCSN were 4.25 and .35, respectively. Reno had a reported rate of 11.13 burglaries and motor vehicle thefts during that year, more than twice the rate recorded at UNR and nearly twelve times that of TMCC.

	UNLV	CCSN	Las Vegas	UNR	TMCC	Reno
Total	4.25	.35	19.75	4.87	.95	11.13
Burglary	3.40	.00	10.89	4.56	.95	7.92
Motor vehicle theft	.85	.35	8.86	.31	.00	3.21

## E.4 Nevada Campus Crime Compared with Other Western U.S. Urban Universities

The statistics presented on crime on Nevada campuses and postsecondary educational institutions nationally provide a basis for assessing the relative safety of students, faculty, and staff in this state. However, the comparison group of national universities and colleges includes those located in non-urban settings ("college towns"). Because crime is concentrated in urban areas, the inclusion of these non-urban campuses reduces the average incidence and rate of crime reported at institutions nationally. A better comparison would be between Nevada campuses and other urban universities in the country.

Table 17 presents information on the incidence of crime at Western U.S. urban universities in 1999 (2000 data is not yet available). Included as points of comparison are institutions located in California, Colorado, Idaho, Oregon, and Washington. UNR ranks 7<sup>th</sup> on the list of thirteen urban universities. Five schools on the list with larger student enrollments had a lower incidence of serious violent and property crime in 1999. UNLV's ranking is 10<sup>th</sup>. Three universities with larger enrollments than UNLV reported fewer crimes.

#### APPENDIX F UCCSN POLICE STUDY COMMITTEE REPORT-2002

	Student Population	Total	Murder	Sexual	Robbery	Aggra- vated Assault	Burglary	Motor vehicle theft	Arson
San Francisco State University	27,446	25	0	2	2	0	14	9	-
University of Colorado-Denver	14,075	32	0	1	7	2	11	13	ы
Boise State University	15,696	32	0	0	0	0	32	0	0
Portland State University	17,186	36	0	7	0	8	15	2	-
Weber State University	13,900	34	0	0	0	3	27	4	0
University of California-Riverside	10,602	46	0	8	7	0	25	14	0
University of Nevada-Reno	12,203	63	0	1	0	ю	54	ro	0
University California-Davis	24,866	84	0	4	0	2	19	16	-
San Diego State University	31,453	06	0	4	3	14	21	44	4
California State-Long Beach	28,675	100	0	2	0	4	51	42	-
University of Nevada-Las Vegas	21,001	105	0	9	4	-	69	21	4
University of Washington-Seattle	35,108	125	0	4	1	7	62	46	5
University of California-Los Angeles	35,795	206	0	12	3	10	136	44	-
Arizona State Haiversity-Tembe	43.732	438	0	2	2	23	355	51	5

## E.5 Summary

Over 25,000 calls for service were recorded by Nevada campus police/security agencies in 2000, a majority of which were crime-related. Serious violent crime has been a relatively rare event on Nevada campuses; only 31 serious violent victimizations were known by campus police/security in 2000. However, the rate of violent and property crime on university campuses in Nevada exceeded the national average for postsecondary institutions. On the other hand, Nevada university campuses are safe by comparison to the communities in which they are located.

## Section F: Dissemination of Crime Statistics

## F.1 Distribution of annual security reports

The Student Right-to-Know Campus Security Act of 1990 (The Clery Act) requires all universities and colleges participating in student financial aid programs to collect, publish, and distribute an annual report containing information about campus security policies and crime statistics. The report must be disseminated each year to all members of the campus community. A copy of the report must also be provided, upon request, to prospective students and employees.

Campus agencies in Nevada also must submit copies of annual security reports to the Board of Regents which is required by State law (NRS 396.329) to provide a report on campus crime and policing each odd number year to the Legislative Counsel Bureau. Agencies submit crime statistics and statements of: (1) the use of force policies and equipment used to exercise that force; (2) public relations activities designed to improve or maintain relations between the campus and the community; (3) the number of full-time and reserve officers; (4) in-service training; and (5) the number of complaints involving excessive force and the disposition of those complaints.

All Nevada campus police/security agencies are currently in compliance with federal and state reporting laws.

Table 18. Compliance with federal and state reporting statute	S		,	
	UNLV	UNR	CCSN	тмсс
Current compliance with the Clery Act	•	0	•	•
Current compliance with status campus crime reporting statutes	0	0	0	6

As required by federal law, all campus police/security agencies in Nevada disseminate information related to safety to the campus community (Table 19). UNLV provides direct mailing to current students and/or employees. All agencies forward campus crime information upon request to current and prospective students and employees. UNLV, UNR, and CCSN use agency web pages and/or campus e-mail to disseminate information. Most agencies also publish crime information in student newspapers and all make crime statistics available during student orientation and registration. Campus safety information is also disseminated by postings in the agency, distribution to campus safety organizations, and by other means.

	UNLV	UNR	CCSN	TMCC
Direct mailing to each current student and/or employee	•			
Mailing upon request to current students and/or employees	•	•	•	•
Mailing upon request to prospective students and/or employees	•	•	•	•
Posting on the campus computer network (e-mail) or web page	•	•	•	
Distribution in student resident halls	•		NA	NA
Publication in student newspaper	•		•	•
Available at student orientation, registration, and/or other student activities	•	•	•	•
Posting in lobby of campus police/security agency		•		
Distributed to campus safety/security organization			•	
Published in professional staff handbook			•	
Published in school catalog			•	•
Placement in campus mailboxes	0		0	

## F.2 Summary

All Nevada campus security agencies are in compliance with federal and state statutes requiring the dissemination of campus crime statistics. All agencies also provide direct mailing of such information, upon request, to current and prospective students and employees. A variety of other dissemination methods are also used to inform the campus community about safety issues.

#### F.3 Recommendations

No action indicated.

## Section G: Campus Police/Security Programs and Services

## G.1 Crime Prevention and Assistance Programs

Universities and colleges across the country offer a variety of programs and services designed toward the prevention of crime on campus. Nevada campus police/security agencies provide an impressive range of such programs and services to students and employees. Relative to national averages (Table 20), Nevada agencies are clearly working hard to promote safety on the campus. All agencies provide foot and bicycle patrols, night-time escort services, and emergency phone systems on campus. All also make crime and safety presentations to the campus community, publish and post information about crime incidents, and offer victim assistance and date rape prevention programs. To reduce theft of personal items and increase the likelihood of property being returned to the owner in the event of a theft, all Nevada agencies will engrave a student's personal property. Many other programs and services are provided by individual agencies.

	National average	UNLV	UNR	CCSN	TMCC
Foot patrols by security personnel	46%	•	•		0
Bicycle patrol by security personnel	46%	•	•		0
Night-time escort or shuttle service	48%	•	•		•
Crime prevention and awareness seminars	64%	0	•		0

Emergency phone system	45%	•			
Printed or electronic notices to campus community regarding serious crime or security incidents	63%	•	•	•	0
Victim assistance	33%	•			
Date rape prevention	Data not available	•	•	•	0
Engraving of student's personal property	Data not available	•	•	•	0
Other	****	0			

### G.2 Summary

Nevada campus police/security agencies offer a broad range of programs and services to the campus community that promote safety. The level of crime prevention programming on Nevada campuses generally exceeds that of universities and colleges nationally.

#### G.3 Recommendation

No action indicated.

## Section H: Citizen Complaints

Student and employee complaints serve as one barometer of the campus community's satisfaction with campus police/security. Substantiated complaints indicate problems in particular areas of campus policing and in so doing demonstrate the need for additional training for officers.

## H.1 Complaint Policies and Procedures on Nevada Campuses

All Nevada campus police agencies have formal policies and procedures related to the reporting and investigation of citizen complaints against officers (see Appendix B for agency specific protocols). Complaints can be made in person, over the telephone, or through written correspondence. Anonymous complaints are also recorded. Once recorded, a supervisor is assigned to conduct an immediate and thorough investigation of the allegations. Findings of the investigation are forwarded to the agency chief who provides

final approval of case disposition and disciplinary actions, in instance where such action is warranted.

#### H.2 Complaints Filed in 2000

In 2000, only 10 formal complaints were filed against campus police/security officers in the State, only six of which were substantiated following internal investigations (Table 22). None of the complaints involved charges of excessive force, arguably the most serious concern for students, administrators, and policymakers. In fact, none of the complaints filed in the 1998 or 1999 charged officers with the use of excessive force.

The largest number of complaints (only 4) was filed against UNLV police, though the proportion of complaints substantiated was lower than at other campuses. At UNR, only three formal complaints were filed that year, all of which were substantiated. Both of CCSN's complaints were substantiated. TMCC had only one unsubstantiated complaint filed against officers in 2000.

The number of complaints in 2000 was considerably lower than in the previous two years. In 1999, 14 complaints were filed against UNLV officers, though only two were substantiated. Only half that many were filed at UNLV in 1998. At UNR, there were 6 complaints filed in 1999 and none in 1998. No complaints were filed against officers at either CCSN or TMCC in 1998 or 1999.

All agencies in Nevada have written policies and procedures on the processing of complaints. With the exception of UNLV, none of the other campus police/security agencies have external review boards that provide input into and review of the complaint process.

	20	00	19	99	19	98
	Total Complaints	Sustained Complaints	Total Complaints	Sustained Complaints	Total Complaints	Sustained Complaints
UNLV	4	1	14	2	7	1
UNR	3	3	6	2	0	0
CCSN	2	2	0	0	0	0
TMCC	1	0	0	0	0 .	0

#### H.3 Civilian Review Boards

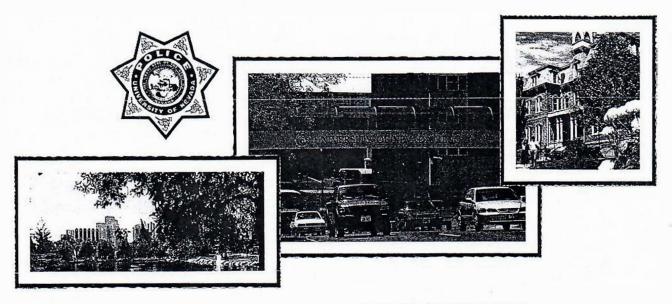
Both UNLV and UNR have existing citizen review/advisory boards that have helped to shape the citizen complaint process. These boards are comprised of student, staff, faculty, and community leaders.

#### H4. Summary

Complaint policies and procedures adopted by Nevada campus police agencies offer clear guidelines to citizens seeking redress in instances of alleged misconduct by officers. The filing of complaints against officers is, however, rare. From 1998 to 2000, a total of 37 complaints were filed against campus police/security officers, less than one-third of which were sustained.

#### H.5 Recommendations

Given the small number of citizen complaints that have been filed in the past several years, and the existing complaint polices and procedures, no further action is required at this time.

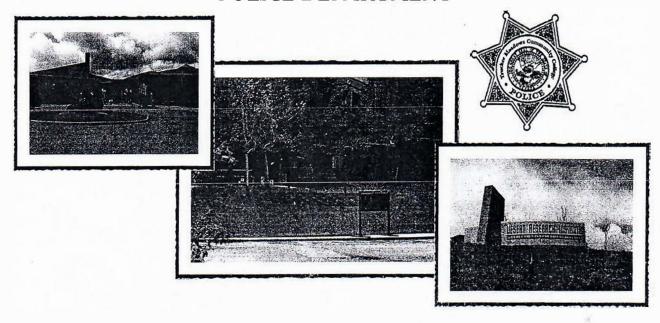


## PROPOSAL FOR COMBINED SERVICES

# UNIVERSITY OF NEVADA, RENO POLICE SERVICES



## TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT



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Combining Operations/Procedures	 8
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## **ATTACHMENTS**

APPENDIX A — Community Outreach Activities
APPENDIX B — Proposed Information
APPENDIX D — Proposed Patrol Schedule
APPENDIX D — Organizational Charts 1,2 & 3
APPENDIX D — UCCSN Police Study Report, March 2002
APPENDIX D — Oraft MOU

#### **EXECUTIVE SUMMARY**

In 2002, the governor, chancellor and institution presidents, challenged each department to find innovative, creative and fiscally sound methodologies to reduce costs. Director Adam Garcia of the University of Nevada, Reno Police Services and Chief Randy Flocchini of Truckee Meadows Community College Police Department have explored the potential advantages and disadvantages associated with consolidation of police services. A 2002 UCCSN Police Study Committee promoted the concept of partnerships. We believe this partnership precept should be applied to the University of Nevada, Reno Police Department and the Truckee Meadows Community College Police Department by Consolidation.

Consolidation of law enforcement services in the State of Nevada was initiated in 1973, by action of the Nevada State Legislature. The two largest police agencies in the state, the Clark County Sheriff's Department and the Las Vegas Police Department, were merged into what is now known as the Las Vegas Metropolitan Police Department.

Law enforcement has not been the only governmental entity to move towards consolidation. Public safety in general has researched and has been successful at combining services within the state. Recently, in 2001, the City of Reno Fire Department and the Truckee Meadows Fire Department combined operations to provide more efficient, reliable service to the entire Truckee Meadows area. This was the first successful consolidation of its kind in Northern Nevada dealing with public safety. It evolved because of staffing inadequacies and lack of funds to provide necessary programs. In this same year, The Department of Motor Vehicles and Public Safety split under Governor Kenny Guinn so that essentially, all functions of public safety within state government could be placed under one Director to be managed efficiently and provide better service to the public, eliminate duplication of services and provide savings back to the state. Both these mergers have been successful in their missions.

Currently, the City of Reno and County of Washoe are exploring the idea of combining law enforcement services within the Reno and Truckee Meadows area. These talks have been ongoing since the late 1990's and have become more serious as time, budget issues, and Homeland Security have become priorities.

University of Nevada, Reno Police Services and Truckee Meadows Community College Police Department have worked hand-in-hand since the creation of the Truckee Meadows Community College Police Department. Recently, the two departments have recognized the need to combine services so the two very geographically close college campuses can eliminate duplicated services, increase staffing levels, provide twenty-four hour coverage to Truckee Meadows Community College, decrease costs, standardize equipment and improve service delivery to the University and Community College System of Nevada.

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#### **OVERVIEW**

During the past month, UNR Police Services Director Adam Garcia and TMCC Police Chief Randy Flocchini have been engaged in conversations concerning potential advantages and disadvantages associated with consolidating police services. The economic, political, and practical considerations of each institution have been taken into consideration. UNRPD and TMCCPD collaborated together on a variety of important projects and have developed an excellent working relationship. As a result of this collaboration, both agencies feel comfortable in enacting this alternative-policing concept.

After numerous meetings and discussions, the two agencies determined that a 'consolidation' of TMCCPD and UNR Police Services primarily serves to:

- ❖ Increase number of patrol officers providing coverage to both campuses. Allow for an additional Detective Sergeant to investigate and follow-up on property crimes and crimes against persons. Currently, UNRPD has one Detective Sergeant and TMCCPD utilizes patrol officers to conduct follow-up and investigations.
- Twenty-four hour, seven day a week coverage to Truckee Meadows Community College (currently, TMCCPD officers are on-call for nights and weekends) thus, reducing overtime and on-call pay.
- Combine resources and equipment, which will allow for cost savings through standardization and elimination of duplicate equipment such as radios, computers, uniforms, vehicles, etc.
- Combine procedures and clerical staff functions.
- ❖ Offer more outreach and educational programs to faculty, staff and students at both campuses such as Rape Aggression Defense (RAD) classes, alcohol awareness talks, and general safety talks. With additional staff available and combining services, more community outreach activities can be conducted. Last year (2002), UNRPD conducted 76 activities throughout the year on campus and in the community. Staffing levels at TMCCPD hinder their ability to provide such services. (See Appendix A Community Outreach Report and Summary of Activities).¹
- Adequately staff special events without utilizing patrol officers on shift, reducing dependency on outside agencies to staff events.
- Combine recruitments for new applicants.

<sup>&</sup>lt;sup>1</sup> University of Nevada, Reno Police Services Biennial Security Report 2001-2002

#### PRIMARY MOTIVATORS

#### \* Reduce total operating/labor costs at both institutions:

One of the primary motivators for discussing consolidation stems from a need to reduce operating costs system-wide. The governor, chancellor, and our presidents asked us to find innovative, creative, and fiscally sound methodologies to reduce costs and address this goal.

UNRPD and TMCCPD can fold a position from each department together and eliminate one Administrative Faculty position. The Police Chief position from TMCC can fold into the vacant Associate Directors Position for Emergency Operations and Administration and provide the savings of \$94,614 back to UNR.<sup>2</sup>

Based upon our investigation, research, and assumptions, it is believed the system will experience a first-year (FY04) savings of approximately \$167,872. Savings in the second year of the biennium will also total \$167,872. Total systems savings for FY04-05 are expected to be \$335,744+/-. (See Appendix B)

Additionally, soft dollar savings projections for FY04-FY05 total \$445,161. Giving a total potential system savings of \$780,905. (See Appendix B)

#### **❖** Improve service delivery to UCCSN stakeholders:

The second primary motivator for consolidation stems from a need to improve service delivery. Consolidating TMCC Police and UNR Police Services will result in quantifiable returns on investment, significantly enhanced services, and improved policing practices.

Citing the UCCSN Police Study (2002), "Given finite resources, each department shall not engage in non-essential services, including those available through arrangements with municipal police if cost, efficiency, and effectiveness, can be served through partnerships" (Policy Recommendations, p.4). We believe this 'partnership' precept should be applied to existing UCCSN police departments.

For example, the UCCSN Police Study (2002) recommended that UNR Police Services and TMCC Police increase the number of sworn officers in both departments (Policy Recommendations, p.5). Clearly, fiscal problems in the state make it impossible to fund law enforcement to the degree that many might like. Further, significant staffing increases are unlikely. Regardless, UNRPD and TMCCPD believe that a single workforce, working in concert, can accomplish more than our separate agencies operating independently do today.

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<sup>&</sup>lt;sup>2</sup> Salary + Benefits for Associate Director Position at UNR.

The UCCSN Police Study recommended that TMCC increase funding to provide 24-hour police coverage at TMCC (Policy Recommendations, p.5). Based upon our analysis, UNRPD and TMCCPD believe that we can integrate our shift schedules to enhance coverage, reduce overall response time, and provide 24-hour coverage to TMCC, without negatively impacting service delivery at UNR and without incurring additional costs. (See Appendix C - Proposed Patrol Schedule)

Also, TMCCPD officers routinely process cases, manage vehicle maintenance, and so on. Conversely, UNRPD has support personnel who perform those duties. Consolidation will allow officers to return to more important policing functions – i.e. patrol duties.

# Eliminate redundant services, improve efficiency and costs savings:

The third primary motivator for consolidation involves the elimination of redundant services. TMCCPD and UNRPD occupy seats on a variety of community panels, professional organizations, and system workgroups. The agencies recruit, test, perform background investigations, hire and train many of the same people. TMCC Police and UNR Police Services create redundant policies and practices in an effort to meet state requirements, system mandate, and/or federal guidelines. In all of these cases, significant manpower, effort, and money are expended. UNRPD and TMCCPD see opportunities to significantly reduce and/or eliminate much of this waste.

In this same vein, efficiency can be improved. By example, since the department has no clerical help, TMCC police officers carry cellular telephones and are required to answer all incoming police department telephone calls while patrolling. This practice is extremely inefficient and can be eliminated by consolidation, since UNR Police Services have clerical personnel in place to perform this function.

Finally, cost savings is an important piece in the consolidation mix. For example, UNRPD can reduce the need to use on-duty officers for special events staffing with a larger field force. TMCCPD can eliminate its after-hours on-call policy and cancel its cellular telephone contracts.

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# BENEFITS TO UCCSN

UNRPD and TMCCPD have identified a number of benefits to each institution for consolidation. The following list was developed:

- > TMCC will fund the existing opening for an Associate Director for Emergency Operations and Administration, returning \$94,614 back to UNR.<sup>3</sup>
- > UNR will save significant monies associated with recruiting, and selection (including background investigation) reference the Associate Director position. A potential savings of \$3,000.4
- > TMCC will have 24-hour police coverage, something it does not have currently for a potential savings of \$76,295, should they institute night patrols.<sup>5</sup>
- > TMCC will eliminate on-call and call-out pay for an approximate savings of \$10,096.6
- > Overtime will be reduced at TMCC for 'after-hours' events since police officers will be on-duty 24-hours per day.
- > TMCC will not need to build a police station. Currently, TMCC Police does not have a dedicated police station. Which allows for \$270,000 of potential savings.
- > TMCC will save a significant amount of money on vehicle purchases for potential savings of \$22,500.8
- > Both institutions may realize enough salary and operations savings to commit monies to a uniformed community service officer program needed to enhance public safety visibility.

<sup>&</sup>lt;sup>3</sup> Based on the Salary and Benefits the position was previously filled at.

<sup>&</sup>lt;sup>4</sup> Based on 80hrs for background investigation, psychological exam, medical exam, and advertisement.

<sup>&</sup>lt;sup>5</sup> Based on POII bottom step pay scale.

<sup>&</sup>lt;sup>6</sup> Rough estimate based on history.

<sup>7</sup> Based on 3000 square feet at \$90.00 per square foot, that the police department requested.

<sup>&</sup>lt;sup>8</sup> 3 vehicles with an annual lease of \$7,500 per vehicle.

# **COMBINING PERSONNEL**

Assuming consolidation efforts move forward, several operational procedures need to be addressed. Combining personnel and using July 1, 2003 as the consolidation date, the following would need to take place:

UNRPD has 32 positions within the organization. A position breakdown is as follows: (See Appendix D - Organizational Chart 1)

Number	
of Positions	Position Title
1	Director
2	Associate Directors (Operations and Emergency Operations)
2	Lieutenants
5	Sergeants
15	Officers
1	Communications/Grant Writer (civilian)
1	Administrative Assistant to the Director (civilian)
2	Administrative Assistants/Records (civilian)
1	Property Manager/Evidence Custodian (civilian)
2	Part-Time Student Employees (civilian)

TMCC has 10 positions within the organization. A position breakdown is as follows: (See Appendix D - Organizational Chart 2)

Number of Positions	Position Title
1	Chief of Police
1	Sergeant
4	Police Officers
1	Safety Specialist II (civilian)
1	Coordinator – Assistant to the Chief (civilian)
1	Vacant Administrative Assistant (civilian)
1	Student Worker (civilian)

Consolidation of the two police departments will eliminate or reassign four TMCC positions. Eliminating the TMCC Police Chief, Administrative Assistant, Safety Specialist II, and student worker. A breakdown is as follows: (See Appendix D-Organizational Chart 3)

#### Number of Positions Position Title 1 Director 2 Associate Directors (Operations and Emergency Operations) 2 Lieutenants 4 Sergeants Detective Sergeants 2 Officers 19 Communications/Grant Writer (civilian) 1 Department Coordinator (civilian) Administrative Assistant IV (civilian) 1 Administrative Assistants/Records (civilian) 2 Property Manager/Evidence Custodian (civilian) 1 Part-Time Student Employees (civilian) 2

# COMBINING OPERATIONS/PROCEDURES

In addition to personnel, operations of the agencies and the procedures and guidelines in which the two would operate as one, would be as follows:

# **❖** (1-6 Months from July 1, 2003)

# ✓ Policy and Procedures

TMCCPD will begin to follow the established University of Nevada, Reno Police Services General Orders starting July 1, 2003 and fall under the direction and supervision of UNRPD.

# ✓ Uniforms and Equipment

Uniforms and badges will be phased in over a 3-6 month period. UNRPD will absorb TMCCPD operating costs July 1, 2003. Police equipment will be placed onto University Police Services inventory list and duplicate police equipment will be sold to reduce operating costs. A potential savings of \$14,625.9

# ✓ Orientation Program

Each agency will develop an orientation program to familiarize all employees with the other institutions needs. TMCCPD officer's orientation could be at least two weeks to familiarize incoming employees of University Police Services General Orders, procedures, paperwork, and the institutions buildings and properties.

## ✓ Contractual Agreement/MOU

See Appendix F: Draft MOU

Page 8 of 9

<sup>&</sup>lt;sup>9</sup> Based on eliminating cell phones, phones and vehicles.

# **CONCLUSION & RECOMMENDATIONS**

As the state, UCCSN and each institution struggle to respond to community and
stakeholder needs, UNRPD and TMCCPD recognize the importance of these issues;
share a responsibility to proactively respond to the challenges presented; and believe that
consolidation is an important element of the problem-solving equation. Therefore, we
recommend the adoption of this proposal.

Adam Garcia, Director University of Nevada, Reno Police Services

Randy Flocchini, Chief Truckee Meadows Community College Police Department



# REPORT ON CONSOLIDATION OF POLICE SERVICES

**JANUARY 2014** 

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Page 87	2003-2006 TMCC PD strategic plan

# **EXECUTIVE SUMMARY**

This report has been completed in response to a request from the Nevada System of Higher Education Chancellor Daniel Klaich. In addition, TMCC's Vice President for Administration & Finance Rachel Solemsaas, made clear that she expected a report with "significant savings". The report is based upon the best available information. The Truckee Meadows Community College Police Department currently consists of a chief, 2 assistant police chiefs, 1 full time and 1 part-time lieutenant, 1 sergeant, 1 corporal and 4 officers. The University of Nevada, Reno Police Services consists of a chief, 4 commanders (3 Reno, 1 Las Vegas) and 17 officers. A consolidation will result in a higher level of service to both campuses and a cost savings of \$351,658 in the first year and \$583,329 each year thereafter representing a savings of \$5.6 million during the next decade.

This study and report presents the optimal organizational structure with the greatest operational effectiveness. The head of the agency will report to the UNR Vice President for Finance and Administration, the TMCC President (or designee) and the DRI President (or designee) for purposes of general public safety issues as well as emergency situations and notifications. The department head will meet as requested by each institution.

The consolidation of police services at University of Nevada, Reno and the Truckee Meadows Community College has been a topic of several reports for which have all consistently reported potential higher levels of service to the constituents at both campuses at a lower overall cost.

- In 2002, the University and Community College System of Nevada (UCCSN the precursor of the Nevada System of Higher Education NSHE) Police Study Committee examined institutional police services in Nevada and promoted the concept of partnerships.
- An extensive report compiled in 2003 revealed a number of financial, organizational, and service delivery benefits that could result from such a consolidation.<sup>2</sup>
- The Truckee Meadows Community College Police Department 2003 2006 Strategic Plan examined the challenges of delivering quality service with the funding that was available at that time. The report describes TMCCPD as operating "in a crisis mode relative to service delivery"; cited lack of 24 hour coverage, among other issues, and advocated consolidation as the "best alternative".

Geographical proximity of the campuses, similar constituencies in terms of demographics and community expectations, similar policing philosophies, missions, and organizational cultures provides for an opportunity for the institutions to:

-

<sup>&</sup>lt;sup>1</sup> Police Services Discussion meeting 1/8/2014 TMCC Sierra 202E

<sup>&</sup>lt;sup>2</sup> Renwick et al, "Proposal for Combined Services", 2003

- ➤ Eliminate redundant services
- ➤ Improve service delivery
- ➤ Increase staffing levels
- ➤ Provide 24 hour coverage to TMCC<sup>3</sup>
- Decrease costs
- > Standardize equipment and policies and procedures and records management<sup>4</sup>
- > Combine clerical staff functions
- Adequate staffing levels, therefore reducing dependency on outside agencies<sup>5</sup>
- ➤ Combine applicant recruitments
- ➤ Provide for a full time Emergency Operations Coordinator
- > Provide a full time Detective Bureau to TMCC
- Potential expansion of Student Cadet Program to TMCC
- Opportunities for promotion and professional development
- > Enhanced recruitment and retention
- ➤ Opportunities for increased training and assignments
- ➤ Opportunities to expand upon<sup>6</sup> grant funding
- ➤ Utilization of narcotics K-9
- ➤ Utilization of explosives K-9 for special events
- ➤ Utilization of motorcycle patrol equipment for selected enforcement/patrol
- > Standardized Clery and other mandated system, state and federal reporting

The consolidation model studied in the previous reports involving the University of Nevada, Reno Police Services and the Truckee Meadows Community College Police Department involves a merger of the two departments into one larger department that serves both campus communities. Local governments and districts across the country have utilized regional consolidation strategies to reduce costs and maximize efficiencies for decades. The consolidation of support services among law enforcement agencies is common strategy that usually results in better service delivery at a lower cost such as the Reno Regional Dispatch Center, the Consolidated Bomb Squad, and the Regional Law Enforcement Training Center three examples of successful partnerships. Similarly, Business Center North (BCN) is responsible for the employment needs of state Classified Employees across the six northern campuses of the Nevada System of Higher Education.

The consolidation model in law enforcement has been used successfully in various locations around the country. In the journal, *Policing: An International Journal of Police Strategies and Management,* John T. Krimmel of the Department of Law and Justice at the College of New Jersey reported on a study of police consolidation in York and Lancaster counties in Pennsylvania. He reported that the consolidated department provides police services to a similar geographic area and population density as the comparison municipalities, only they do so for 28 percent less total aggregate costs, due primarily to eliminating duplication of efforts and personnel. Other benefits noted were the ability to engage in proactive crime prevention

<sup>&</sup>lt;sup>3</sup> Currently TMCC pays officers to remain "on-call" when the police department is shut down and officers respond to calls for service from their residence

<sup>&</sup>lt;sup>4</sup> TMCC does not use the regional Tiburon system

<sup>&</sup>lt;sup>5</sup> TMCC pays the Reno Police Department for traffic control and parking lot security at the beginning of each semester

<sup>&</sup>lt;sup>6</sup> UNR Police Services has sought for, and been awarded 2.5 million dollars in grants since 2002 for emergency management, equipment, supplies, personnel, specialized enforcement, training and other uses

activities, more specialized services, and more training and career opportunities for the officers than in the individual comparison departments. In Nevada, examples of successful mergers are the 1969 merger of Ormsby County and Carson City, and the 1973 merger of the Clark County Sheriff's Department and the Las Vegas Police Department.

This report will address the consolidation/merger of the University of Nevada, Reno Police Services and the Truckee Meadows Community College Police Department as it relates to financial impact, service delivery, and organizational efficiencies.

<sup>&</sup>lt;sup>7</sup> John T. Krimmel, "The Northern York County Police Consolidation Experience", *Policing: An International Journal of Police Strategies and Management*, Vol. 20 No. 3, 1997, pp. 497-507.

# FTE & SWORN SUMMARY

Currently TMCC has 1 chief, 2 assistant chiefs, 2 lieutenants, 1 sergeant, 1 corporal (7 total), 4 sworn police officers and a civilian staff of 5.8

UNR has 1 chief, 4 commanders (3 Reno, 1 Las Vegas - 4 total), 17 sworn officers and a civilian staff of 7.9

EMPLOYEE	UNR	TMCC	TOTAL	CONSOLIDATION	ADD(REDUCE)
Chief	1	1	2	1	(1)
Assistant Chief	0	2 <sup>10</sup>	2	1	(1)
Commanders	3	0	3	2	(1)
Lieutenant	0	2 <sup>11</sup>	2	0	(2)
Sergeant	2 <sup>12</sup>	1	3	3	0
Corporal	0	1	1	O <sup>13</sup>	(1)
Officer	17 <sup>14</sup>	4	21	22	+1
Coordinator	0	1	1	0	(1)
Administrative	1	0	1	2	+1
Assistant II					
Administrative	2	2	4	3	(1)
Assistant III					
Administrative	1	0	1	1	0
Assistant IV					
Clery	1	0	1	1	0
Coordinator/Analyst					
Emergency	1	0	1	1	0
Operations					
Coordinator					
EH & S Coordinator	0	0	0	1	+1
Student Conduct	0	0	0	1	+1
Coordinator					
Grant Writer	1	0	1	1	0
Supply Evidence	0	1	1	1	0
Tech					
Investigations	0	1	1	0	(1)
Administrator					
Totals	30	16	46	41	(5)

<sup>&</sup>lt;sup>8</sup> Does not include reserve police officers or sworn part time police officers (except lieutenant) - 1

<sup>&</sup>lt;sup>9</sup> Does not include students, reserve police officers or sworn part time police officers

<sup>&</sup>lt;sup>10</sup> Assistant Chief Povey administers EH & S duties and assists with department administration; Assistant Chief Futia administers student conduct and assists with department administration

<sup>&</sup>lt;sup>11</sup> One Lieutenant is an LOA

<sup>&</sup>lt;sup>12</sup> Newly created 2013 positions – not filled

<sup>&</sup>lt;sup>13</sup> There is no classification of corporal in the State Classification System in the police officers series – source BCN

<sup>&</sup>lt;sup>14</sup> Includes 2 new positions effective 7-1-2014

# **FINANCIAL IMPACTS**

Immediate savings will result from consolidation in contracts-for-services provided to TMCC by outside agencies elimination of duplicative positions. These services are either already provided to UNRPD or would be provided by personnel already a part of UNRPD. These figures are contained in the TMCCPD Budget Analysis spread sheet for FY13, FY14 and FY15.

CONTRACTS/	YEAR	AMOUNT	ADJUSTMENT	SAVINGS	NET
<b>OPERATIONS</b>					SAVINGS
Traffic Control -	FY 15	\$15,500		\$15,500	\$15,500
Reno Police					
Department					
Dispatch	FY 15	\$26,500		\$26,500	\$42,000
Gasoline/oil	FY 13	\$30,081	$(\$15,000)^{15}$	\$15,081	\$57,081
Cell phone	FY 13	\$7,938	$($2,280)^{16}$	\$5,668	\$62,739
Records/Warrant	FY 14	\$5,000		\$5,000	\$67,739
Confirmation					
FIS Crime Scene	FY 14	\$5,000		\$5,000	\$72,739
Investigations					
Repairs/maintenance	FY 13	\$12,400	$(\$6,200)^{17}$	\$6,200	\$78,939
vehicles					
Audio/visual	FY 13	\$928		\$928	\$79,867
expense					
Security expense	FY 13	\$1,313		\$1,313	\$81,180
Supplies – office	FY 13	\$6,062	$(\$3,031)^{18}$	\$3,031	\$84,211
Supplies – other	FY 13	\$6,254	(\$3,127) <sup>19</sup>	\$3,127	\$87,338
On call pay/call-outs	FY 13	\$9,779		\$9,779	\$97,117
DRI Contract	FY 13	\$39,270		\$39,270	\$136,387

<sup>&</sup>lt;sup>15</sup> Assumes a savings of \$15,000 with elimination of take home vehicles and downsizing of fleet

<sup>&</sup>lt;sup>16</sup> Assumes the addition of two department issued cell phones

<sup>&</sup>lt;sup>17</sup> Assumes a savings with elimination of take home vehicles and downsizing of fleet

<sup>&</sup>lt;sup>18</sup> Assumes a savings with elimination of duplicated services

<sup>&</sup>lt;sup>19</sup> Assumes a savings with elimination of duplicated services

# Additional savings from elimination of the following positions/funding:

			SAVINGS	
			YEAR 1	YEAR 2
Position	Salary	Fringe	Total	Total
Chief of	\$98,251	\$34,422 <sup>20</sup>	\$132,673	\$132,673
Police/Director Police				
Lieutenant	\$93,187	\$31,406	\$124,593 <sup>21</sup>	\$124,593
Lieutenant - LOA	\$24,000		\$24,000	\$24,000
Corporal			\$3,074 <sup>22</sup>	\$3,074
LOA - P.O. II	\$24,000		\$24,000	\$24,000
LOA – Investigations Administrator	\$57,295		\$57,295	\$57,295
Coordinator	\$55,556	\$18,722	\$74,278	\$74,278
Administrative	\$35,476	\$14,941	\$50,417	\$50,417
Assistant	,	, ,	. ,	,
Total Position Savings	\$387,765	\$99,491	\$490,330	\$490,330
Less				
Buy-out Chief			\$157,393	
Buy-out Coordinator			\$74,278	
Adm III Replacement			\$43,388	\$43,388
Net Position Savings			\$215,271	\$446,942
Contract/Operations Savings			\$136,387	\$136,387
TOTAL SAVINGS			\$351,658	\$583,329

Estimate
 Assumes employee/employer paid retirement
 There is no state position of corporal

# **VEHICLES**

The following TMCC vehicles will be merged into a consolidated fleet:

•	Dodge Pickup	22,000 miles
•	Ford Interceptor	12,000 miles
•	Ford Interceptor	19,000 miles
•	Chevrolet Tahoe	3,500 miles
•	Dodge Pickup	1,000 miles

The following vehicles would be disposed of with proceeds used to purchase needed vehicle(s), mobile data terminals and equipment for the TMCC vehicles that will be maintained in the expanded fleet:

Chevrolet Tahoe	69,000 miles
Ford Expedition	70,000 miles
Ford Expedition	90,000 + miles
Ford Expedition	90,000 + miles
Ford Expedition	90,000 + miles
Ford Explorer	90,000 + miles
2011 Toyota Prius <sup>23</sup>	22,000 miles
2001 Ford Taurus	70,000 + miles
2003 Chevrolet Impala	70,000 + miles
2010 Chevrolet pickup	40,000 miles <sup>24</sup>
1980 International MCP	$100,000 + \text{miles}^{25}$
	Ford Expedition Ford Expedition Ford Expedition Ford Expedition Ford Explorer 2011 Toyota Prius <sup>23</sup> 2001 Ford Taurus 2003 Chevrolet Impala 2010 Chevrolet pickup

<sup>&</sup>lt;sup>23</sup> Recent event has shown this vehicle is not well suited for law enforcement functions

<sup>&</sup>lt;sup>24</sup> SET Vehicle

<sup>&</sup>lt;sup>25</sup> Mobile Command Post

# **OPERATIONAL PROCEDURES**

The intent of law enforcement consolidation is cost savings to the public; eliminate duplication of efforts and personnel, and improve efficiency all while allowing each respective campus to address the public safety concerns of the institution. In this consolidated model:

- The head of the agency will report to the UNR Vice President for Finance and Administration, the TMCC President (or designee) and the DRI President (or designee) for purposes of general public safety issues as well as emergency situations and notifications and will meet as requested by each institution.
- An intra-institutional agreement will be agreed upon by each institution.
- A minimum of two officers will be scheduled exclusively to TMCC/DRI during the hours of 7:00 am 11:00 pm 5 days a week. One "roving" officer will patrol University Police North district (defined as TMCC, DRI, Stead, Terawatt and other System locations) during the hours of 11:00 pm 7:00 am and during weekends and holidays.<sup>26</sup>
- A public safety office will be staffed at TMCC by an administrative assistant during the hours of 8:00 AM 5:00 PM Monday Friday for purposes of greeting the public, relaying information to the officers assigned and to the head of the agency as necessary.
- The offices of Environmental, Health & Safety and Student Conduct will continue to report directly to the agency head and be housed at TMCC.
- Police services will create a TMCC/DRI Police Advisory Board comprised of institutional community members which will advise the agency head of issues related to public safety.
- Develop and administer a survey mechanism for delivery to TMCC students, faculty and staff seeking input concerning the community's public safety concerns.

<sup>&</sup>lt;sup>26</sup> Subject to TMCC needs

# **SERVICE DELIVERY**

With the consolidation of personnel, 24/7 coverage would be realized at TMCC at no additional cost. This is possible because the patrol shifts would be staffed with six officers and one supervisor in addition to the Category I Reserve Officers who supplement staffing.

The additional officers resulting from consolidation would also make it possible for the university to staff most special events without depending on supplemental coverage by officers from outside agencies. This would include commencement services, athletic events, visiting dignitaries, and performing arts events. The larger patrol staff would also allow greater flexibility to provide targeted prevention and enforcement operations as needed.

The University of Nevada, Reno utilizes a state-of-the-art multi-level emergency notification system that incorporates text messaging, e-mail, AM radio, and crawl messages on all network computer terminals. This system and the Mobile Command Post would be deployed as needed during emergency operations at TMCC.

A modern suite of crime analysis products from Public Engines, Inc. has recently been implemented at University of Nevada, Reno Police Services. CommandCentral.com is a webbased application that gleans all crime report data from the department's Tiburon server and performs a number of analytical functions to allow officers to search by crime type, date, time, and location in order to identify crime patterns and target enforcement activity. CrimeReports.com produces an interactive crime map based on the data generated by CommandCentral.com and makes it available to the public, either on the corporate website or on the University's website. TipSoft.com allows the public to click on the crime map and submit anonymous tips and information via SMS messaging. With consolidation, all of these services will be extended to the TMCC community of staff and students.

The University of Nevada Student Cadet program is very popular. The Cadets provide officers with extra "eyes and ears" as they provide after-hours escort and transportation services to students and staff. During the recruitment period in August, over 180 applications were received to fill five positions. Most of the Cadets are Criminal Justice majors, and some have become Reserve Police Officers, and one former Cadet is now a University Police Officer. With consolidation, this program could be expanded to provide a valuable service, and employment opportunities, to the students of Truckee Meadows Community College.

# **ORGANIZATIONAL EFFICIENCIES**

A comparison of the organizational charts for the current departments and the proposed organizational chart for the consolidated department reveals that there are many more promotional and career development opportunities for officers. The post-consolidation department will consist of two canine officers, two motor officers, two Detectives, and three Sergeants, as well as other supervisory positions. In addition one position on the regional Street Enforcement Team and two positions on the Reno Police Department SWAT team are open to all department members.

This abundance of promotional and assignment opportunities, coupled with the size of the department, will make the new consolidated department attractive in terms of recruitment and retention of the best law enforcement candidates in the region. Reducing turnover typically results in savings in personnel costs.

Additional organizational efficiencies will be achieved through the consolidation of evidence, records management and clerical support. Also, combining equipment inventories could reduce or eliminate some future purchases.

# **CONCLUSION AND RECOMMENDATIONS**

In late 2001 the UCCSN Police Study Committee produced an extensive twenty-nine page survey of all University and College Campus Police agencies in Nevada. In early 2002 they presented their findings and recommendations.<sup>27</sup> Three of the seven recommendations made by the committee will be addressed by consolidating the two police departments.

- 1. <u>Develop and implement recruitment strategies to attract and retain women and minorities to campus policing/security</u>. By increasing the career development and promotional opportunities the combined department will be in a better position to compete with larger municipal and county departments in the region.
- 2. Explore ways to increase the level of funding for public safety services on Nevada's university and college campuses. While consolidation would not increase funding, it would increase service levels at a significant savings. Some of those ongoing savings could be returned to the department and have the effect of increased funding.
- 3. <u>Increase funding to allow for 24-hour patrol of Truckee Meadows Community College.</u> As mentioned above in the Service Delivery section of this report, consolidation would make 24-hour patrol of Truckee Meadows Community College a reality without increased funding.

In its recommendations found in the 2003 Proposal for Combined Services, the Police Study Committee concluded that consolidating the two campus police departments would result in significant on-going savings and increase service levels on both campuses.

The Truckee Meadows Community College Police Department 2003 – 2006 Strategic Plan examined the challenges of delivering quality service with the funding that was available at that time. That plan recommended consolidation as the preferred method of meeting future service needs. "TMCCPD and UNRPD can form a <u>strategic alliance</u>, or consolidation, to provide police services. The alliance will provide TMCC with 24-hour patrol coverage ... consolidation is the recommended and preferred strategy."

This latest examination of consolidating the University of Nevada, Reno Police Services with the Truckee Meadows Community College Police Department has reached the same conclusion as those conducted in the previous decade. The merger of the two departments would create a single larger department that could:

-

<sup>&</sup>lt;sup>27</sup> UCCSN Police Study Committee, *University and Community College System of Nevada: Final Report and Recommendations*, 2002.

- Deliver a higher level of service to both campuses at a lower cost than that of the two current departments, resulting in a cost savings of \$351,658 in the first year and \$583,329 each year thereafter representing a savings of \$5.6 million during the next decade.
- Would make 24-hour patrol of Truckee Meadows Community College a reality without increased funding.
- The resulting department would be better positioned to compete with other agencies to recruit and retain talented law enforcement professionals to serve the students, staff, and faculty at both campuses.

# **PROPOSED TIMELINE**

# **March 2014:**

- Establish transition team consisting of TMCC and UNR police personnel, representatives of each respective institution's leadership groups, and faculty, staff and classified representatives.
- Appoint Police Services Advisory Board members.
- Begin development of survey mechanism.

# May 2014:

- Present 2014-2015 FY budget to TMCC/UNR/DRI
- Transition uniforms, vehicles, equipment
- Create patrol areas

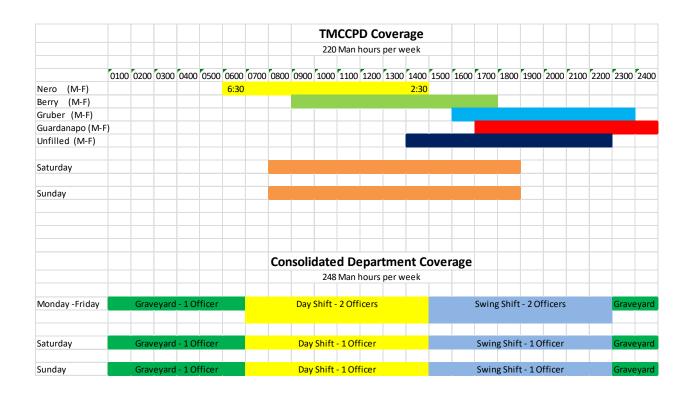
# **June 2014:**

• Create, schedule and present information to TMCC on patrol operations.

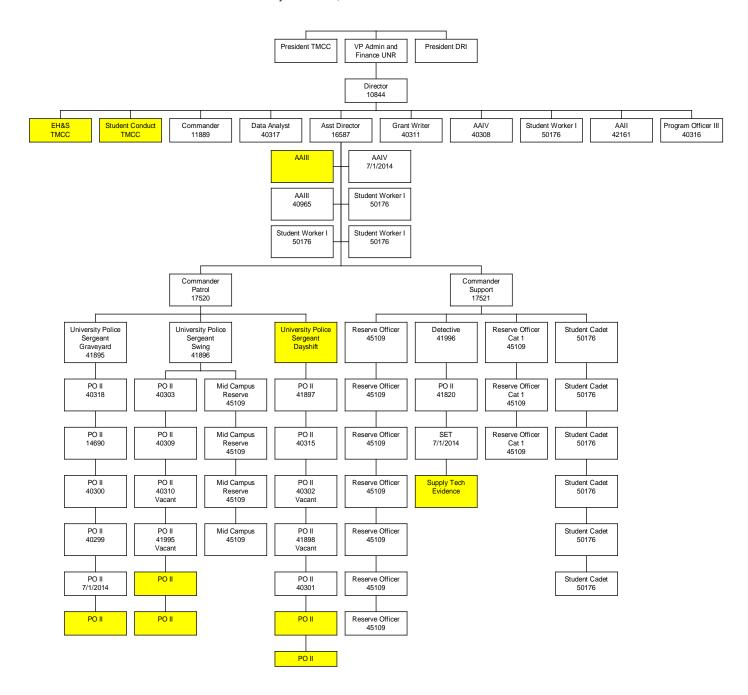
# July 1, 2014:

- Administer survey
- Commence consolidated services.

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Sergeant			OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF					
Officer 1					OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF			
Officer 2	OFF						OFF	OFF						OFF	OFF				_		OFF	OFF						OFF	OFF	
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Sergeant	OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF
Officer 7		OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF
Officer 8				OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF				
Officer 9						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF		
Officer 10	OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF
Officer 11			OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF					
Officer 12					OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF			
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Cmdr. Patrol Svc	OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF
Sergeant	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF	
Officer 14		OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF
Officer 15				OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF				
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Officer 17	OFF						OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF	
Officer 18			OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF					
Officer 19					OFF	OFF						OFF	OFF						OFF	OFF						OFF	OFF			
Total	5	6	6	6	6	6	5	5	6	6	6	6	6	5	5	6	6	6	6	6	5	5	6	6	6	6	6	5	5	6
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Cmdr. Support Svc									OFF							OFF							OFF							OFF
Detective		OFF						OFF								OFF							OFF							OFF
Investigator									OFF							OFF							OFF							OFF
SET		OFF															OFF						OFF							OFF
Total	0	0	3	4	4	4	4	0	0	3	4	4	4	4	0	0	3	4	4	4	4	0	0	3	4	4	4	4	0	0



### Organizational Chart University of Nevada, Reno Police Services Consolidation





# International Association of Campus Law Enforcement Administrators An Organizational Assessment and Review of the University of Nevada, Reno Police Services

January 2019

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# **Section I - Report Overview and Organization**

This section of the report provides an overview and shows the reader the arrangement of the report.

**Section Two** describes the project details including the project scope and deliverables, acknowledges the help of key people, and provides a general disclaimer describing what this report does not attempt to do. Section Two also describes the six areas on which the reviewers were asked to focus their efforts. These areas include: police operations units and divisions, community policing and programs; records management; critical policies such as use of force, high speed pursuit, internal affairs, and body worn cameras; police facilities; department relationships; and community relationships. Not every section yielded the same amount of information.

Section Three describes the primary methods used to gather much of the information used in this report. The primary method used to gather information was focus group interviews because of the limited time on-site and to maximize the number of people interviewed to obtain as many viewpoints as possible. Included in the appendix is a list of sample questions used to guide the interviews. Not all questions were asked in each session, based on the nature of the responses received. Interviews grew organically depending on what focus group participants said.

**Section Four** is the final section describing the framework of the report. Section Four briefly describes the University of Nevada, Reno campus and the University of Nevada, Reno Police Services – including a department organization chart and limited demographics.

For **Section Five**, a narrative style is used to reduce redundant information and highlight the unique information provided by each of the six focus groups.

**Section Six** includes a short review of department programs the UNR Police Services offers to the campus community and a longer section of policies reviewed. The policies reviewed were selected in consultation with the UNR Police Services administration.

**Section Seven** is a short review of the police facility. A lengthier assessment of the police facility is needed beyond the general observations offered because of limited time available to conduct an extensive review of the current facility.

**Section Eight** is a brief summative conclusion followed by Section Nine, which is a list of recommendations.

**Section Ten** is a list of the key campus stakeholders who participated in the focus group interviews, listed by position. A total of four appendices are provided to include the focus group question bank, the list of UNR Police Services Community Outreach Programs regularly offered by the department to the campus, the list of documents requested and/or reviewed by the evaluation team, the list of training courses completed by assorted police department personnel for the five most recent full calendar years. The reviewers included a copy of the Advisory Board for University of Police Services By-Laws (Document 1) because of the importance of this Board and the By-Laws going forward. Finally, this section includes a short list of recommended references that were also used to complete this report. The references offer solid resources germane to many of the issues reviewed in this report.

# **Section II - Project Details**

# **PROJECT SCOPE**

The scope of this project is to provide an organizational assessment and review of the University of Nevada, Reno (UNR) Police Services. The assessment and review will include the following areas of operation:

- a. Police Operations units and divisions, community policing and programs;
- b. Records Management;
- c. Critical policies such as use of force, high speed pursuit, internal affairs, and body worn cameras;
- d. Police facilities;
- e. Department relationships;
- f. Community relationships.

Consultants representing the International Association of Campus Law Enforcement Administrators (herein referred to as IACLEA) performed a site visit of approximately 1.5 days to the UNR Police Services September 10-12, 2018. While on site the consultants met with key stakeholders and constituents including students, student affairs and residence life, members of the President's cabinet and the Vice President of Administration and Finance, police leadership, patrol officers, and civilian support staff.

#### **DELIVERABLES**

The Consultant is providing this comprehensive report of general findings and specific recommendations on ways UNR Police Services can improve the delivery of police and campus safety services.

#### **ACKNOWLEDGMENTS**

The review team wishes to thank Director Garcia and his Police Services staff who embraced the project by offering candid observations and a willingness to discuss all aspects of the department. In addition, the consultants met with numerous campus constituents who willingly participated in numerous interviews and discussions about what UNR Police Services does well and areas that could be strengthened. Finally, a special thank you to Administrative Assistant Tanya Wells, who not only handled all the logistics associated with our visit but also flawlessly gathered many documents and delivered them in a timely and helpful manner.

#### **DISCLAIMER**

This report is based on data made available to IACLEA. While IACLEA has made every attempt to ensure that the information contained in this report has been obtained from reliable sources, IACLEA is not responsible for any inaccuracies or omissions, or for the results obtained from the use of this information. IACLEA provides this report without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability, and fitness for a purpose.

The authors' opinions, findings, conclusions, and recommendations are intended solely for the use and benefit of the University of Nevada, Reno and UNR Police Services. Nothing herein shall constitute legal advice or to any extent substitute for the independent investigations and the sound technical and business judgment of the University and the University Board of Regents. In no event will IACLEA or its partners, affiliates, employees, or agents be liable to the University of Nevada, Reno or its Board

of Regents, partners, affiliates, employees, or agents for any decision made or action taken in reliance on the information in this report or for any consequential, special, or similar damages. IACLEA is not responsible for any statements made or opinions expressed by individual members of the Review Team outside of this report.

# Section III - Methods

The consultants gathered information for this report by combining a review of written documents and by conducting modified focus group discussions. For the focus groups, we asked participants to speak from their own experiences. Of the two consultants conducting the focus group interviews, one served as the primary leader who explained the purpose of the project, answered any questions, and guided the interview discussions. The secondary leader also asked questions, assisted with guiding the interviews, answered any questions, and recorded the primary themes from the participants' responses. Generally, each focus group discussion followed the same format including asking the participants a series of questions beginning with one to two opening questions to engage participants. Based on the participant responses, we asked probing questions to follow up the participant responses, or we explored known issues pertinent to the interviewees' campus relationship with the police department. When possible a quick debrief followed each focus group to note common themes or to identify any unusual or unexpected responses or potential follow-up topics.

Each session began with a short explanation about why the UNR contracted with IACLEA to conduct the review intended to meet a Nevada State Higher Education policy to complete a review of police services every five years. After the initial introductory questions, we spent time exploring responses to the initial questions, exploring questions based on the consultants' knowledge of campus law enforcement and the known issues often encountered, and/or exploring issues raised by the participants. Finally, if time allowed, we ended each session by asking the participants if there was anything we failed to ask that anyone thought was important for us to know. We also offered contact information to each participant if they decided to contact us later to provide additional information. A list of general questions used in whole or in part is available in Appendix 1. The review team used both field notes and audio recordings (with permission) for review in writing this report.

# **Section IV - General Overview**

# **UNIVERSITY OF NEVADA, RENO CAMPUS**

Founded in 1874 as Nevada's first institution of higher education, the University of Nevada, Reno is experiencing strong growth in recent years (approaching 22,000 students in fall 2017). With a Carnegie Classification™ of R2, it is Nevada's leading research institution with expenditures of more than \$106 million in 2017 and investments of more than \$750 million in advanced labs, residence halls, and facilities since 2009. The University is a comprehensive, doctoral university with high research activity, offering more than 460 undergraduate and graduate degree, certificate, and minor programs.

Located in the city of Reno, a metropolitan area with a population of approximately 450,000 people, the UNR main campus is 290 acres and is a 45-minute drive from scenic Lake Tahoe. The UNR recognizes that diversity promotes excellence in education and research and is actively pursuing enhanced staff and student diversity. As their website homepage states, "We are an inclusive and engaged community and recognize the added value that students, faculty, and staff from different backgrounds bring to the educational experience."

The University of Nevada, Reno offers numerous event venues, including the 32,500-seat Mackay Stadium, home to Nevada Wolf Pack football, and the 14,000-seat Lawlor Events Center, home to Nevada Wolf Pack men's and women's basketball and year-round public events. The UNR is a NCAA Division I institution with 16 highly competitive athletic programs. The main campus includes 261 buildings near downtown Reno, where the University Police Services headquarters is located. An additional fully functional and staffed police substation is located on the campus of Truckee Meadows Community College.

#### **UNR POLICE SERVICES**

The UNR Police Services is a team of trained professionals, dedicated to a community-policing philosophy as they provide law enforcement services to the 40,000 students, faculty, and staff of the University of Nevada Reno, the Truckee Meadows Community College, and the Desert Research Institute. Of note is the significant increase in geography now patrolled by the UNR Police Services team. The department is a full-service police department comprising patrol operations, administration, and a detective division. Services include; a canine program, walking and bicycle patrols, threat assessment team, and a proactive, selective traffic enforcement program. UNR Police Services takes a leadership role in preparing the University to respond to large-scale crises and events. The department consists of approximately 73 employees (37 full-time sworn officers, six sworn part-time, eight non-sworn part-time, 12 students, and 10 full- and part-time civilian support staff). The patrol area encompasses all Nevada System of Higher Education facilities in the Reno metropolitan area, which is approximately 106 square miles, and some facilities statewide. For more information, please visit: https://www.unr.edu/police.

# **Section V - Focus Group Meetings**

At least every five years, the Nevada System of Higher Education (NSHE) requires a review of the University Police Services by an independent entity external to the NSHE to assure that the department and employees are operating in an appropriate and effective manner consistent with the welfare of the University. From September 10 through 12, 2018, representatives of the International Association of Campus Law Enforcement Administrators (IACLEA) conducted this required review. Section 5 represents the common themes identified by the focus groups describing both challenges and successes facing UNR Police Services. Section 5 does not attempt to analyze every individual statement from the interviews; rather it attempts to highlight commonalities among the participants separated between challenges and successes.

# **Meeting the Director of Police Services**

On Monday, September 10, 2018, the Director welcomed the review team to the TMCC campus and offered insight into what could be expected over the approximately two days of interviews. He candidly identified as his primary challenges:

- Staffing, both recruitment and retention
- · Benefits
- Pay

Although he readily recognized the difficulty faced with recruitment and compensation, his intention is to fill positions as quickly as possible without sacrificing quality. He stated he strives to hire the most qualified people possible and if they decide to seek different opportunities after a period with the department then he accepts the time he had talented people rather than lower the standard to retain less qualified individuals.

The Director reflected on two high profile events involving department officers that occurred in the previous 12 months that attracted national attention "as a difficult time for the department," but he felt the department has moved beyond the incidents and learned from each of them. The review team heard similar sentiments from other individuals on the TMCC and UNR campuses that support this opinion.

The review team believes it is a fair and accurate representation of both; it is also fair and accurate to conclude the Director is aware of the challenges and successes and that some of the challenges will require resources beyond what is available within the department.

#### **Focus Group Results**

The review team met with several constituencies (see Appendix 1 for a complete list) representing the UNR Police Services and leaders from other University departments. The individuals in these meetings were candid and forthcoming. Overall, they expressed strong support for the department and its mission. The major points of discussion are highlighted below.

<u>Campus Public Safety Merger:</u> Recently, the UNR completed a successful merger between the UNR Police Services, Truckee Meadows Community College (TMCC), and the Desert research Institute (DRI). A subsequent merger with Western Nevada College (WNC) is under consideration. UNR Police Services staff work on campus 7:00 am-11:00 pm. After that, the campus becomes part of UNR Police Services general patrols. Overall, staff are happy with the merger and the organizational environment at TMCC. Staff felt welcomed and included as part of the merged police department.

Of note is the clear recognition by staff of how the department has progressed since the merger as well as with moving past previous problems that occurred prior to the current police administration. The sense of who they were as a department and a sense of who they are now is important. The

department command staff believes the university administration understands department challenges with recruitment and retention and values the work done by UNR Police Services. It is important that the command staff share this message throughout the department at strategic times to remind staff of the important service they provide to the university. They describe their pressing needs as a stand-alone police facility and secure parking area.

The mergers afford a unique opportunity for staff to move between campuses and to spend time understanding the geography, campus culture, and the types of calls for services. The TMCC assignment offers a great training opportunity to mentor new officers in the importance of TMCC's culture and protocols. Current personnel assigned to the TMCC campus provide positive mentoring and influence for new employees. The department assigns all new officers during the police training period to work with current police personnel at TMCC to receive instruction and mentoring.

Officer Vacancies: Currently, the department has several vacancies that affect department operations and that can have long-term effects on officer preparedness. The planned expansion of UNR Police Services to Western Nevada College will add another challenge as well as an opportunity for recruitment.

Officer Pay and Benefits: Somewhat related to the recruitment and retention problems is the problem of low compensation compared with other police agencies in the region. Officers described it as the lowest in the area and that it contributes to staff turnover. When asked why they remain at a job, they stated that they enjoy working with each other and want to support each other but they are frustrated with the pay and benefits. They cited as a reason for staying at UNR is because the environment in the department is "like family" and they want to support each other.

<u>Chain of Command:</u> The department uses a modified staffing system that results in some overlap among officers and supervisor. Officers are assigned a primary supervisor. Some overlap exists, but the supervisors believe it is manageable and not a problem for them. The supervisors acknowledged they take the steps necessary to reduce or eliminate any confusion by sharing concerns, ideas, and solutions about personnel and patrol issues.

As indicated, staffing vacancies are a concern for both line officers and command staff. One of the problems associated with staffing levels is that sometimes a supervisor is not scheduled. As a result, a senior officer or a designated officer is temporarily in charge during this work period. When this occurs, the officer-in-charge is expected to perform similar tasks that a full-time supervisor performs. The officer-in-charge does not receive additional compensation for the added responsibility for the time period in question. It is uncertain if the Nevada personnel classification system allows for temporary upgrade/off-setting compensation practices. It was uncertain to the focus group participants whether current statutes and system/campus policies allow modified compensation to persons filling a temporary supervisor role, but there was a willingness to further research the possibility.

The review team noted the recent merger and public crises placed a significant demand upon the Director. However, the Director indicated he maintains direct face-to-face time with all employees. He does this through his presence at shift changes, training, staff meetings, and awards ceremonies. He actively engages in making himself available to all employees. He insists in attending all the mandatory POST training requirements with officers as another method to lead by example. The Director acknowledged the past two years have been very demanding on his time. He, and his leadership team have worked significantly more hours to manage several high-profile crises. Both internal and external constitutions recognize the work the Director and his team have been engaged in and by all accounts it has been considered successful. The Director acknowledged at the beginning of these events officer morale was negatively been impacted but though training and department meetings he believes things are moving forward. Most officers interviewed for this report agreed with the Director's assessment.

University administrators pointed out that they rely heavily on the assistant director and the operations commander as the go-to people for the department who are responsive to their requests.

Both individuals are viewed favorably as ambassadors for the department who have met with several student groups via outreach programs such as "Pizza with a Cop." The administrators expressed concern about succession planning and what would happen if one or both are no longer available in the same way they are available now. The department has an opportunity to strategize ways to develop strong future leaders while the assistant director and operations commander are available to mentor future leaders.

<u>Support for Director of Police Services:</u> Despite the recent incidents and the negative feelings toward some elements of the University there is support for the Director and the department. For example, all focus group participants believe the department is a good place to work – aside from the noted challenges such as filling vacancies and low pay in comparison to neighboring agencies. Overall the officers indicated they felt valued by the department but described the last few years as difficult.

Community Relations and Community Policing: Officers noted that the Director is trying to and, in many cases, has improved relations with the community. They indicated he has the trust and support of the University leaders for these efforts. Officers expressed a strong desire for the department to continue its work on improving relationships with the community. They further offered their own interests and efforts in this area as well.

Officers stated they are responsive to their community and provide a wide range of services including those considered outside the normal course of business for a police department. For example, one officer shared an experience of being dispatched to turn off an iron in a room. All officers indicated a strong reciprocal relationship with the Reno Police Department in which each department assists the other.

Many focus group participants discussed a desire for the department is continue its community policing initiative. The review team heard community members express a desire to see officers around the campus addressing problems or being visible. It is possible that police personnel are not as visible as they could be, or it is possible that they are on an assignment, investigating a report, or otherwise directed elsewhere on campus. The Director shared the department's extensive community policing efforts. While many students and administrators want more officer visibility, police resources are limited and not always available. This is another example of where the department and University may need to nothing more than re-double their efforts. Another approach used by universities to solve this problem is hiring a full-time communications civilian. This position employs social and other mediums to communicate the department's messages and safety concerns to the community. The University of Illinois and the University of Wisconsin have excellent programs. In may also require officers to keep activity logs as a way to track their community policing efforts. As mentioned elsewhere, an existing avenue to discuss these issues and to align community expectations with the reality of police resources is the Police Advisory Board.

Administrators identified strategies for the department to engage the campus community and to partner with other campus departments to offer joint community programs. Two notable potential programs discussed included offering a Citizen's Police Academy, including partnering with the Reno Police Department to share resources (especially staff) and demonstrate unified effort and partnership between the two agencies.

<u>Transient Populations:</u> Officers identified a problem with transient populations (people unaffiliated with the University coming to campus). The UNR is an open, public campus that is attractive to non-affiliated populations—a challenge faced by other college campuses. While they indicated it is a problem for the campus, they were uncertain about possible department or University responses. Non-police focus group participants identified this problem along with other nuisance type problems such as skateboarders, bicyclists, and traffic violations.

<u>Training Opportunities:</u> Officers said training opportunities existed. Training requests are almost always approved if adequate staffing exists to allow attendance. The department does develop annual training plans and requests are approved based upon those plans, officer development, department needs, and emerging trends in university law enforcement. At times, staffing challenges have negatively impacted officers' ability to attend training programs. The Director acknowledged this problem and hopes as hiring improves the department can become more consistent with its training beyond the mandated POST requirements. The Director passionately believes in developing officers and command staff though training and it remains a high priority for him and the agency.

Administrative and Support Staff: Many focus group participants commented favorably on the administrative and staff positions within the department, including the finance position, a person responsible for the campus threat assessment program, a full-time grants and community engagement position, and administrative support positions. They are viewed as valuable assets of the department, as important as any other position in the department. Many departments don't invest in these "backroom" positions even though the ability to actively acquire grants and then administer their implementation is a valuable resource to the department.

Individuals in the administrative and support positions feel valued and believe supervisors are responsive to their needs and concerns. The individuals expressed a healthy respect for the officers, the command staff, and the Director. Of note, participants feel that communication sometimes is lacking and contributes to some trust issues after the campus events noted earlier in this report. A feeling was shared that the Director's messages around the high-profile events may not be communicated well enough to the officers. The Director acknowledged this as a problem in the past but most of these issues were around highly public personnel issues and by law, he was prohibited from discussing them publicly with the officers. The Director, supervisors, officers, and staff all indicated the problem has improved with the many proactive programs the department has completed with staff over the last two years.

Relationship with Students: Students in the focus group felt that the incidents (the Halloween costume and the traffic stop) over the last year have affected the students' (primarily students of color) trust of the police department. They do believe that follow-up efforts and proactive community efforts (pizza with the police, coffee with a cop, and other various community events) have helped resolve most students' concerns but work needs to continue. The students indicated some uncertainty about participation in the Police Advisory Board (see Appendix 1) and the video surveillance board (a cross-sectional group of students, faculty, and staff) that evaluates and considers campus video surveillance decisions such as where video surveillance is installed, who funds projects, and how decisions are made about video surveillance on campus.

Echoing the comments of other focus group participants, students seek a more diverse police department. Some observations offered by the students include a desire for dedicated communication opportunities for non-privileged students to be informed, and a Black Student Organization panel discussion seemed to be well received with responsive attendance from the police department. They also indicated that some students do not recognize the difference between Reno PD personnel and the UNR Police Services personnel. All observations suggest education opportunities for the police to sharpen their focus toward community engagement efforts, recognizing the unique relationship between the police and marginalized populations. Perhaps the most important take-away is that students do perceive their concerns are heard, which offers a favorable opportunity to capitalize on heightened awareness and constructive forums.

Emergency Management: The Department of Police Services is not responsible for emergency planning-it currently reports to the Provost Office. That said, emergency management planning and response is a critical function for any campus, and UNR is no exception. One administrator expressed appreciation for a strong working relationship with the police department for their efforts in emergency

management activities. They know the department isn't responsible for the overall emergency planning activities but they offered suggestions for more training and exercises for the initial emergency communication actions at the outset of an emergency. Of particular interest is unannounced training and exercises. The review team shares this suggestion for those outside the department who are responsible for this area.

<u>Title IX:</u> An opportunity is evolving to develop a strong partnership with the Title IX and Equity Officer. A recent addition (nine months) to the UNR campus, the Title IX/Equity Officer is also seeking to revitalize her department and improve relationships on campus. Her short-term experience with the police department is positive. With common ground in Title IX work, both the UNR Police Services and the Title IX officer can help each other by sharing resources, combining investigative efforts, and most importantly meeting with community members as a combined resource. Efforts to address the recruitment and retention challenges faced by the campus police department also can benefit from a healthy partnership with the equity officer. Also, an opportunity exists to emphasize a partnership that strengthens the campus Hate and Bias Reporting System.

Support from University Leadership: The impact on campus relations and community trust stemming from the recent high-profile incidents involving police personnel is a significant and appropriate concern shared by senior University administrators and the department leadership. Administrators acknowledged the situation on campus is not solely for the department to address, and that the entire university community has undergone an intensive reflective period around diversity and inclusivity. It was noted that it is important to convey this message of shared ownership with the department to reduce feelings that this is their issue alone.

The entire campus learned from the incidents involving the campus police. One administrator said that UNR is entering the informative/formative stage with respect to race issues on campus. While diversity is strong with respect to Hispanic population (~21-22% of the student body) with the goal to reach 25%, the same is not true with respect to the African-American student population. As campus diversity strengthens because of continuing recruitment efforts, the officers working at the department will need to develop communication and relationship skills in advance of the student body diversification efforts. Ideally, they should be in a position of proactive change rather than reactive change.

Yet, another administrator sounded a strong word of caution about any residual concerns from the two incidents involving officers. Of greatest concern is a perception that some officers didn't and still don't understand the impact of the officer's actions regarding the Halloween outfit. While administrators recognized the value of the training and community programs completed by the officers, and believe they have improved relations on the campus, there is also the sense that the University could have done more to learn from the experience.

Some officers expressed frustration over the staffing problems the department is experiencing. They feel they are required to work too many hours; the salary is not competitive with the local market. They realize many of these issues are outside of the Director's control. The Director confirmed the salary and benefits are a legislative issue and he and the vice president have made some strides in this area. They both expressed a strong desire to make changes and will continue to work the political avenues as a way to redress the officer's concerns Both seemed willing to look at internal options which are covered in another section of this report.

On the other hand, University administrators readily recognize and appreciate the unique nature and challenges associated with policing a campus, expressing strong faith in the UNR Police Services. Administrators are aware of the challenges associated with recruitment/retention, compensation, and the limitations of the state system and the state pension system. A recent tuition benefit program implemented by NSHE illustrates an effort on the part of the UNR administration to identify creative ways to offer competitive benefit packages in a tight job market. Another idea discussed involved

the idea of offering stipends for such things as education attainment and the officer-in-charge issue discussed previously. Changes such as this would require collaborating with other University departments, but the participants believe opportunities exist for creative discussions by police and University leaders who share a common goal.

The department has many supporters it can work with. For example, one administrator completed a ride-along in which officers were observed engaging students thoughtfully and professionally, using a "calm, parenting/lecturing, and educational approach." The administrator remarked that "their way with students was nicer than expected." The ride-along was beneficial for understanding the philosophy and specifically the enforcement strategy of the department. Experiences like this can increase support for the department and help bridge the gap between the police and marginalized campus community members. This is just the type of experience that many community members could have through a strong Citizen's Police Academy, to help them appreciate the unique nature and style of campus law enforcement.

Administrators believe the police are viewed very positively on campus and specifically mentioned the efforts of some department leaders to build positive relationships with other campus stakeholders. As staffing allows, one suggestion is to have those police commanders mentor other members within the department to develop more community ambassadors. These department members can strengthen existing ties with the various constituency groups, repair damaged relationships, and establish new relationships where none may exist. These community ambassadors and the community outreach programs are a tremendous part of the department community-building initiative. Administrators expressed admiration for the collaborative approach of the department, specifically mentioning:

- · Student Intervention Team,
- · Threat Assessment reporting and case management, and
- Weekly meetings to review weekend activity, to discuss issues, and resolve operational questions.

## **Post-Meeting Debriefing with Director of Police Services**

At the end of the interviews on Wednesday, the review team met again with the Director to share some initial observations about what was learned from the focus groups. The meeting provided an opportunity for the Director to respond to this information and to provide clarification and context to some of the information that we received. For example, the Director's philosophy is that each employee is a leader and possesses the necessary skills to make appropriate decisions. He explained the on-call system he uses to help an officer working without an immediate supervisor. He responded to the concerns/observations of a couple of campus members about officer visibility. He acknowledged traffic complaints (including jaywalkers and skateboarders) as a significant challenge without enough officers available to address the issue consistently.

Consistent with the problem of officer visibility related to staffing shortages is the matter of responding to community expectations related to traffic and pedestrian safety. One belief expressed by one focus group participant is the feeling that officers were instructed not to be "heavy-handed" with enforcement actions. The Director acknowledged the most pressing problem, in terms of frequency of complaints, is traffic issues. However, he clarified that officers were not instructed to reduce or avoid enforcement action for observed violations. Furthermore, no directive was issued related to enforcement strategies. He explained his belief that all officers are considered leaders and expected to perform their assignments professionally when interacting with the public. When taking enforcement action, officers are expected to use sound discretion and balance and to ensure their presence across the campus and not only fringe areas to write traffic tickets.

The Director meets regularly with the leadership team which includes sergeants, while the Operations Commander meets with the sergeants weekly. The Director has staff meetings with his department heads twice a month unless they get canceled because other things take his time. Time demands are oppressive on a Director of Police Services, with more people expecting to spend time with the Director than time is available. The importance of the ability and opportunity for line officers and first-line supervisors to meet directly with the Director of Police Services cannot be overstated. The Director consciously strives to have an inclusive department and holds an annual retreat/awards program for the officers and their families. The feeling among the employees supports the idea that the department feels like a family.

## **Conclusion: Department Successes and Challenges**

As a result of the focus group interviews and meetings with the Director, the review team identified several major themes that summarize the department's current state. The department has many strengths and past successes that serve as a solid foundation for meeting its current and future challenges.

The department's successes include:

- A strong sense of camaraderie among employees. The employees clearly support each other, which is a primary reason many of them decide to stay despite lower compensation compared to neighboring jurisdictions. Many of the employees recognize they enjoy the campus policing philosophy and the opportunity to work for a school they attended.
- Strong support among many campus constituents for the Director, who seems to be held in high regard by the UNR Police Services staff and the campus. There is trust in the organization, although recent incidents provide a wake-up call not only to the department but also the campus. Collectively this is an opportunity for both the campus and the department to come together and establish a stronger partnership at a time when the campus leadership seeks to increase student and staff diversity.
- Strong support is evident for the operations commander and the assistant director, which bodes well for future succession in the department. The success of this leadership team is clearly apparent. The challenge is to identify future leaders and begin building a succession plan. If possible, each level within the organization should seek to identify the future leaders and mentor them with appropriate leadership training and campus exposure as possible and appropriate. Succession planning is vital to a healthy organization.
- Several organizational opportunities exist within the department for employee development, along with a healthy number of training opportunities (subject to some managerial oversight discussed later in the report).
- Nearly universal agreement among employees that equipment needs are met and maintained.
   Officers receive proper equipment and the training to meet and/or exceed POST requirements.
   Furthermore, the officers have been trained in active shooter and the guardian program. The department is prepared and equipped to respond to all types of campus threats or emergencies.
- The UNR Police Services has assigned staff to manage critical department functions including threat assessment, Clery Act compliance, and grants and community programs. Staffing each of these positions with full-time employees is consistent with recommended standards among campus safety professionals.

## The department's **challenges** include:

- Filling vacancies (notably a vacant commander position)
- Ongoing recruitment and retention efforts for police officers (especially increasing the percentage of minority officers consistent with university student and staff recruitment efforts)
- Offering compensation competitive with the local market
- Addressing a facility that is inadequate to meet current and future needs of the agency
- Rebuilding community partnerships with the minority population (following two recent highprofile incidents)
- Maximizing officer visibility when faced with numerous staff vacancies

# **Section VI - Programs and Policies**

Community Policing and Programs – The UNR Police Services offers numerous Community Outreach programs annually covering a variety of topics. The consensus among the people we spoke with is that the department always participates in formal (and informal) community programs. Some of the department members participate with the community through informal opportunities during off-work periods. Appendix 2 is a list of Community Outreach programs.

Department Policies – As a part of the scope of work, the review team worked with UNR Police Services to select random department policies representing a cross-section of professional standards, highrisk behaviors, and current affairs. A list of policies considered for review is available in Appendix 3. The intent of this review is not to conduct an extensive policy review, yet we do offer suggestions when appropriate. UNR Police Services uses a third-party vendor (Lexipol) dedicated to helping law enforcement agencies across the country since 2003 develop state-specific law enforcement policies backed by daily training to reinforce understanding and use. The service continually updates policies when there are changes to state statutes or relevant case law decisions. Periodically, the vendor updates policies by releasing notices asking the law enforcement administrators to accept or reject the updates. The department stays current with these updates and uses a computer system to track their policy updates. Officers receive the information electronically and are required to read and acknowledge all policies and subsequent updates. The department is employing best practices with its policies, procedures and systems.

For this report, the final list of policies selected for review include:

- Bias-Based Policing Policy 402;
- Discriminatory Harassment Policy 313;
- Personnel Complaints (Internal Affairs Investigations) Policy 1011;
- Portable Audio Video Recorders (Body Worn Cameras) Policy 422;
- Training Policy 205;
- Use of Force Policy 300; and
- Vehicle Pursuit Policy 307.

## **Bias-Based Policing (Policy 402)**

Higher education institutions typically attract a diverse student and employee population. An important element of successful community policing is an agency's ability to provide fair and impartial police services. Regular training is important to keep police staff current and to demonstrate the department's commitment to professional police standards.

The directive adequately articulates that the UNR police are committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served, specifically, to enforce the law equally, fairly, objectively, and without discrimination toward any individual or group. The policy strictly prohibits bias-based policing and is consistent with NRS 289.820. Supervisors shall initiate investigations of any actual or alleged violations of this policy.

IACLEA makes the following recommendation based upon its review of the bias-based policing policy:

- 1. Amend 402.2.1 from "Racial Profiling" to the more comprehensive "Bias-Based Policing."
- 2. Provide all officers entry-level and biennial training on bias-based profiling.

- 3. Clarify the policy by adding that profiling based on a person's actual or perceived race, ethnicity, gender, sexual orientation, religion, or socio-economic status is prohibited.
- 4. Develop a policy and related training for "De-Escalation Policy and Crisis Intervention," if not already addressed in current policies. The three policies, "Use of Force," "Bias-Based Policing," and "De-Escalation and Crisis Intervention" are important for providing fair and effective community policing response.

# **Discriminatory Harassment (Policy 313)**

The University of Nevada, Reno Police Services has a proactive and comprehensive discriminatory harassment policy. The policy articulates a prevention approach and covers discrimination and sexual harassment. It also acknowledges that the department is an equal opportunity employer and is committed to creating a workplace free of discrimination and harassment including during hiring, promotion, and through compensation and other benefits of employment. It clearly prohibits all forms of discrimination.

Furthermore, the policy defines discrimination and provides examples of discriminatory and sexually harassing conduct. The policy also provides definitions for prejudice, stereotyping, anti-Semitism, racism, and retaliation. In addition, the policy encourages prompt reporting to a supervisor, the Equal Opportunity and Affirmative Action Office, the Assistant Vice President and Director of Police Services, the Department of Human Resources, or the Vice President for Administration and Finance. Allowing members of a police department to report outside the chain of command is important for ensuring prevention and allowing avenues of reporting for employees in situations where the offender is the employee's supervisor.

Within the policy, supervisory responsibilities are clearly articulated and go beyond the requirements of the law including: continually monitoring the workplace, taking prompt action to avoid or minimize incidents, ensuring employees understand their responsibilities, ensuring protection from retaliation and, when an issue occurs, notifying the Director of Police Services.

The policy outlines the investigation process for complaints from informal to formal investigations and requires notifying the complainant in writing of the findings. All members receive training in the policy upon hire and receive annual training thereafter.

The policy meets state and federal law, is progressive and proactive in its approach to preventing and dealing with discrimination and harassment, and IACLEA has no additional recommendations.

## **Personnel Complaints (Internal Affairs Investigations Policy 1011)**

The University of Nevada, Reno Police Services has a complete and thorough personnel complaints policy that also incorporates Nevada State law and the peace officer bill of rights. As written, the policy ensures the integrity and professionalism of the organization. Moreover, the policy ensures fairness, provides for an impartial investigation, and ensures compliance with Nevada State law.

The policy requires the documentation and investigation of complaints (both internal and external) and includes the acceptance of anonymous complaints. All receipt of complaints and inquiries, formal or informal, are documented in a log. All complaints are reviewed and audited annually, and a report is generated and sent to the Assistant Vice Chancellor and Director of Police Services. The policy affords protection against retaliation for complainants.

The policy also includes the notice and procedure for the public to file a complaint with the department and provides for the completion of the complaint within 120 days as well as a notice of disposition to the complainant and accused employee. Within the policy is a provision of notifying the Assistant Vice Chancellor and Director of Police Services of complaints via the chain of command.

The policy outlines responsibilities for first-line supervisors as well as with the Professional Standards Unit. The University of Nevada, Reno also has a separate Professional Standards Review Board Policy that articulates the roles and responsibilities of the review board.

Records retention is not covered within the policy. However, the personnel records policy has a section covering internal affairs files and provides for all internal affairs files to be securely maintained to ensure confidentiality.

The policy articulates an appeal process for disciplinary action as required by the peace officer bill of rights and university policy and procedure.

As written, these three policies comply with the IACLEA accreditation standards with one minor exception. There is nothing outlining a process for recognizing employees for commendable performance. This policy may well exist in a separate and distinct policy that was not provide as part of this sample of policies. The Assistant Vice Chancellor and Director of Police Services did share with the IACLEA consultants that the department conducts a yearly retreat a part of which is to reward and commend exceptional service.

However, if a separate policy does not exist, IACLEA recommends that the department articulate a policy and process for recognizing employees for commendable service and make this information available to the public as well.

#### Portable Audio/Video Recorders (Policy 422)

UNR Police Services has a policy governing the use of portable audio/video recorders (also known as body worn camera policy) released May 7, 2014 and as authorized under Nevada law (NRS 289.830). The policy addresses police services member privacy expectations, member responsibilities when a recorder must be activated, when a recorder may be activated, when use of portable recorders is prohibited, the expected duration of recordings, the identification and preservation of recordings, and the procedures for reviewing recorded media files.

The recorder shall be activated in any of the following situations:

- 1. All enforcement and investigative contacts including stops and field interviews.
- 2. Traffic stops including, but not limited to, traffic violations, stranded motorist assistance, and all crime interdiction stops.
- 3. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

Permissible access and distribution of audio/visual data:

- 1. Members may review when preparing written reports (see Officer Involved Shootings and Deaths Policy for guidance in those cases).
- 2. Supervisors may review at any time when investigating alleged misconduct.

Additionally, recorded files may be reviewed:

- 1. With supervisor approval when participating in an official investigation such as personnel complaint, administrative investigation, or criminal investigation.
- 2. Pursuant to lawful process or by court personnel authorized to review evidence in a related case.
- 3. By media personnel with permission of the Assistant Vice President and Director of Police Services,
- 4. In compliance with public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

IACLEA makes the following recommendations based upon the review of the policy. IACLEA recognizes the department has additional policies, including Records Maintenance and Release Policy and Officer Involved Shootings and Death Policy, which may address the following.

- 1. Monitor current research around portable audio/video recorders (body worn cameras) and the issue of whether to permit officers to review their recordings when preparing written reports (422.8).
- 2. Create an annual report of portable audio/video recorder usage.
- 3. Establish an audit program for periodic review for proper use and policy compliance.

# **Training (Policy 205)**

The University of Nevada Department of Police Services has established a policy governing statemandated training, records management, and voluntary requests for training. The policy was issued on May 7, 2014.

In general, the philosophy of the training program is to encourage officer growth, technical expertise, and professional development; ensure compliance with POST requirements; and enhance the delivery of law enforcement services to the community.

The policy places the responsibility for training and management with a Training Commander. His or her responsibilities are outlined in the policy and include developing an annual training plan and training needs assessment. The process for tracking, recording, and documenting training are outlined within the policy as well. Furthermore, the policy requires the use of lesson plans that must be approved by the Training Commander.

Overall the training policy is clear, concise, and thorough. However, based upon its Accreditation Standards, IACLEA recommends the following:

- 1. Incorporate a Training Committee as part of the training function. The department retains broad discretion in terms of the Committee's roles and responsibility. However, the Training Committee's purpose would be to provide input into the content and methods of department training and would fit into the established Training Needs Assessment process. In addition, such a committee can allow officers' input into the ongoing needs of their professional development. Moreover, an active and functioning Training Committee can enhance trust and expand the confidence the officers currently feel toward the organization.
- 2. If such a committee is established, the roles and responsibilities should be documented within the existing policy along with the process for selecting members.
- 3. Within the training policy articulate a requirement for remedial training for officers who do not demonstrate or fail to meet POST requirements. The policy should include the circumstances and criteria used to determine the need for remedial instruction, timetable, and the potential consequences for failing to meet required standards and for nonparticipation.

## Use of Force (Policy 300)

The University of Nevada, Reno Police Services has a Use of Force Policy and the policy is updated when there are changes to the law or recommended practices. The general policy statement acknowledges the use of force as a critical issue for the community and that law enforcement recognizes the value of human life.

The policy appropriately defines key terms and concepts and articulates a duty to intercede. Furthermore, the policy articulates that officers may use deadly force only under a reasonable belief

that the action is in defense of human life or in defense of any person in imminent danger or facing a significant threat of serious physical injury in accordance with Nevada state law. The policy provides examples and outlines the necessary training and qualifications for the use of force. In addition, the policy prohibits officers from using force options or tools in which they have not received training as required by state law. The policy also requires annual training.

The policy outlines 17 factors to be used in assessing the reasonableness of force used. It also defines the specific procedures to be used when pain compliance and carotid control holds are used. There is a specific section within the policy covering the use of deadly force.

Moreover, the policy articulates reporting requirements and notifications if force is used and requires medical aid to be rendered. Officers are required to document promptly their use of force in their report or other appropriate report; they must articulate the factors perceived and why the officer believed the use of force was reasonable under the circumstances. Lastly, the policy allows for data collection for training purposes and other legitimate reasons.

IACLEA recognizes the department has additional policies that were not provided as part of this assessment. Given the information provided, and based upon its Accreditation Standards, IACLEA recommends the following:

- 1. Articulate a prohibition of the use of warning shots.
- 2. Reference the Officer Involved Shooting Policy within the Use of Force policy.
- 3. Document those times, if any, when an officer can use department weapons in the destruction of dangerous and/or injured animals.
- 4. Articulate the firearms and ammunition authorized by the department, including the off-duty weapons requirements.
- 5. Articulate a weapons issuance and inventory control, including review, inspection, and approval process.
- 6. Articulate a process and procedures for officers who fail to qualify, including remedial training.

## **Vehicle Pursuit (Policy 307)**

The University of Nevada, Reno Police Services has a police pursuit policy that was issued on May 7, 2014. The policy governs the use of police vehicles while pursuing motor vehicles and has specific procedures covering the critical areas of police pursuits. In addition, the policy specifically cites the statutory requirements of Nevada state law. The purpose and scope of the policy articulates the potential risks to safety of innocent citizens, officers, and the offender. It further lays out a balancing test for the officers in which they must weigh the risk versus the officer's duty to apprehend offenders.

The policy articulates very clear procedures and provides for the evaluation of the circumstances for an officer to consider prior to initiating a pursuit; it also outlines 12 factors for officers to consider, ranging from the seriousness of the offense to the use of air support to additional passengers in the officer and offender car. The policy also articulates factors in deciding when to terminate a pursuit.

The policy also describes the responsibilities of the initiating officer in the Primary Unit Responsibility section. Secondary and Supervisory (Watch Supervisor) Unit responsibilities are also articulated in the policy.

The procedures for the use of intervention methods are covered in section titled Pursuit Intervention, and the policy articulates when they are authorized, the specific procedures to be followed, and training requirements for their use before such methods can be deployed by the pursuing officers.

Termination of the pursuit is titled as such and articulates a set of factors for the officer to use in his/her evaluation. Also included in this section of the policy is the requirement for the pursuing vehicle to have an external light bar and siren. Unmarked vehicles, motorcycles, and specialized vehicles are covered in the policy.

The policy also covers inter- and intra-jurisdictional issues in the section titled "Inter-jurisdictional Considerations."

Post-pursuit administrative review is assigned to the watch supervisor. In addition, the policy requires the Assistant Vice President and Director of Public Safety to direct an annual review and analysis of all pursuits. Lastly, the policy requires annual training.

IACLEA Accreditation Standards require that pursuit policies outline dispatching or communication responsibilities. However, the responsibility of communication personnel is not articulated in the department policy, most likely because UNR Police Services uses the city of Reno for their dispatching services. However, IACLEA recommends that the department incorporate the City Communications responsibilities as a reference within this policy to help officers understand what dispatchers will do in the event of a pursuit.

# **Section VII - Police Facility**

UNR Police Services is centrally located and adjacent to a parking structure and North Virginia Street both important resources. Within the police structure the addition of some security for the motor pool and equipment will reduce or eliminate periodic damage to equipment and provide a level of security. Internally, plans exist to remodel portions of the facility to accommodate an increased number of female officers by enlarging their locker room.

We did note some issues of efficiency and a few safety concerns. For example, the evidence intake area and two interview rooms are located near civilian offices. While there have been no notable incidents of persons being interviewed in the department becoming upset, the possibility exists. It was apparent that the department has outgrown its space. With plans to increase staffing, this seems an opportunity to think strategically about remodeling space to improve efficiencies by locating administrative/support functions in an area secure from police operations. Current space use does promote department interface but it is not necessarily the most secure or efficient.

# Section VIII - Conclusion

Every five years by system policy, the Nevada System of Higher Education (NSHE) requires a review of the UNR Police Services by an independent entity external to the NSHE to assure that the department and employees are operating in an appropriate and effective manner consistent with the welfare of the university. This review of the University of Nevada, Reno Police Services was conducted on September 10-12, 2018 by a two-person team representing the International Association of Campus Law Enforcement Administrators.

The assessment and review included several areas of Police Services operation including police operations units and divisions, community policing and programs, and records management; and critical policies such as use of force, high speed pursuit, internal affairs, body worn cameras, police facilities, department relationships, and community relationships. Pursuant to the assessment and review several recommendations are offered throughout the report for consideration and action. A summary of the major recommendations is provided in the next section.

# Section IX – Recommendations

- Apply for and complete accreditation with IACLEA. An obvious benefit of this effort is that it will help re-establish trust with the community by demonstrating a commitment to professional policing.
- 2. Develop a method of identifying policies for periodic review beyond updates released by the policy management vendor, with an emphasis on high liability areas.
- 3. Conduct a review of the training operation. The purpose of the review should be to assess department processes for offering training, selecting who attends training, and determining whether all training meets department goals and objectives. The assessment should determine whether training modules should be developed that connect to job duties. The assessment should determine (beyond mandatory annual training) what training should be required of all current employees within a specific timeframe as part of the on-boarding process for all new employees. For example, all officers should receive training in a bias prevention program such as Fair and Impartial Policing and the 40-hour Critical Incident Training program.
- 4. Review internal communication processes and consider formalizing department communication using IACLEA accreditation standards. Consider communication processes between the Director and the rest of the Police Services staff to determine if enough information is conveyed directly from the Director with suitable frequency, especially during and after critical incidents.
- 5. Proactively prepare all employees with the knowledge, skills, and abilities through communication and relationship skills training designed to serve an increasingly diverse campus population.
- 6. Meet with the University of Nevada, Reno President's Chief of Staff to discuss additional efforts by Police Services to work with minority populations as the campus strives to increase diversity and to avoid repeating incidents similar to the high-profile incidents discussed during this review.
- 7. Finalize efforts to implement 24/7 supervision to eliminate the officer-in-charge situation. As noted, 24/7 supervision offers staff development opportunities that contribute to a healthier, sustaining organization.
- 8. Review organization structure and, if necessary, clarify reporting lines and right-size span of control to eliminate uncertainty among the patrol officers about who is their supervisor.
- 9. Implement a community policing model. There are several models. One is a department-wide initiative in which every officer receives training in what it means to practice community policing as a department philosophy. In other words, it is not a "special unit" composed of a few officers responsible for promoting community policing; rather, the expectation is that all officers seek to promote community policing in their work with the community every day. Another model for some departments is to select specific officers with the aptitude, desire, and unique skill set to implement elements of the community policing philosophy. After receiving specialized training, such as how to use the SARA model to work with the community,

these officers represent the face of community policing in the department. Both approaches have positive and negative characteristics. If the approach is to expect all officers to engage in and practice community policing, there is the risk that the initiative will not be owned by anyone and will result is no one taking the lead. If the approach is to assign the responsibility to a select unit of officers, then the risk is that only that unit will promote community policing and the other officers will not engage in or own any responsibility for promoting community policing and leave if to the "special" unit.

A modified or hybrid Community Oriented Policing model is a viable alternative to the above approaches. We suggest creating and developing an intentional and structured Community Oriented Policing program beginning with selecting officers with the requisite skill set necessary to establish the community-policing initiative. As the program outcomes begin to take effect on the community and trust increases, the nucleus of original COP officers can begin to mentor the remaining officers until every officer effectively believes and understands how to promote the philosophy. The model already exists within the department with numerous officers identified who have the ability to reflect the "way campus policing is different" from other types of law enforcement. Every officer should promote the department's community policing philosophy, but the importance of early successes is critical for building trust with the campus community. A good evidence-based resource to assist with this initiative is the 2016 report, Evidence Assessment of the Recommendations of the President's Task Force on 21st Century Policing.

- 10. Assign all new officers during their initial police training to work with current TMCC police personnel to receive instruction and mentoring and exposure to community-oriented policing that represents the behavior expected of all police personnel.
- 11. Formulate a strategic patrol initiative that actively mandates officers not rely on the chance that someone will notice or see them but make contact at key points throughout the shift and then document the activity closely.
- 12. Convene a cross-representative department task force charged with re-imaging the patrol operation to address perceptions about low officer visibility, to encourage marginal populations access to key police personnel and services, and to develop implementation strategies associated with the community policing recommendation. The UNR Police Services staff should consider using data analytics that monitor and capture resource (personnel) activity that reflects of a typical patrol cycle for a predetermined time period. Then compare the data to known problem areas and community expectations to devise strategic patrol initiatives.
- 13. Use the existing Advisory Board to increase campus communication, access, and awareness of department programming and operational efforts. For a reason unclear to the review team, some campus constituents do not seem aware of the existence of the Advisory Board. With the TMCC merger and the pending expansion to include Western Nevada College, an opportunity exists to review the Advisory Board structure for operational effectiveness and representation.
- 14. Expand the Student Cadet Program. A relatively modest investment in the existing Student Cadet program improves a resource to attract and "grow" future officers. Also, by increasing the number of cadets, the department can increase visibility to address some of the lower priority nuisance calls affecting the community. An added benefit of the program is that it would offer more financial support for UNR students.

- 15. Continue developing succession plans for mid- and upper-level administrative positions and for the grants/community program position.
- 16. Continue exploring opportunities to increase the entire compensation package using creative ideas such as the tuition compensation benefit.
- 17. Re-assess expansion plans for the police facility. In addition to plans to expand the women's locker room, similar space considerations are necessary for the men's locker room. Evaluate design and space inefficiencies such as the old emergency operations center, the separation of investigators, and the randomness between similar aspects of the operations – specifically the support elements of the department are disconnected.

# Individuals Interviewed and Focus Group Questions Key Campus Stakeholders

A representative sample of employees internal to Police Services and external to the department from the UNR campus and the TMCC campus was interviewed. Generally, interviews lasted one hour with some extending beyond.

#### **ADMINISTRATION**

• University of Nevada, Reno, Vice President of Administration and Finance.

#### **INTERNAL CONSTITUENTS**

- Director
- Assistant Director,
- Commanding Officer in charge of Police Operations,
- Police Services Supervisors,
- · Police Services Patrol Staff
- Police Services Female and Minority Officers
- Police Services Support Staff
  - · Grants and community programs
  - Threat Assessment
  - · Director's Administrative Assistant
- · Police Services Records Staff
- Truckee Meadows Community College Police Services Staff

#### **EXTERNAL CONSTITUENTS**

- · Executive Director of Marketing & Communications
- Office of Diversity and Equity, President's Chief of Staff
- Representatives from Athletics, Facilities and IT services
- Student Affairs
  - · Dean of Students
  - Residence Life
- Student Government Representatives
  - · Associated Students of the University of Nevada President
  - · Graduate Student Association
- Title IX Coordinator.

#### **ENVIRONMENT AND PHYSICAL FACILITIES**

- UNR campus
- UNR police facility
- TMCC and its Police Services facility.

#### **Focus Group Question Bank**

#### **Engagement**

What is your perception of campus police services at UNR, generally?

What is your experience with campus police at UNR, if any?

# **Exploration**

What does the UNR campus police do well?

What can the UNR campus do better?

What is your perception of the relationship between the UNR campus police and the campus community?

What is your perception of the relationship between the UNR campus police and minority populations?

What is your perception of police profiling or minority discrimination by members of the UNR police department?

What is your perception of police profiling or biased policing?

What is your experience with police profiling (or biased policing)?

To what extent does the UNR campus police work together with the campus community to solve problems?

Do you think the police have earned your respect?

#### Exit

Do the UNR campus police effectively serve minority student populations?

What do you recommend can be done to strengthen trust and empathy between police and the community?

Does the campus community support the police or is there a lot of conflict, distrust?

Is there anything else you would like to say about UNR campus police/community elations as it pertains to interacting with minority groups?

# **University of Nevada Reno Police Services Community Outreach Programs**

COMMUNITY OUTREACH ACTIVITY
Women's Safety Training Rape Aggression Defense (RAD) & Girls on Guard Sexual Assault Awareness/Prevention Activities
Active Shooter/Threat Presentations
Coffee with a Cop
Pizza with a Cop
Fraternity/Sorority Presentations
Residence Hall Presentations
K-9 Presentations
Washoe County DUI Task Force Meetings
Student/Parent Orientations
Immediate Action Teams Training
Group/Department Fingerprinting
Community Education/Programs/Talks
Emergency Operation Drills/Tabletop
Safety Presentations to High School Students
Assisting College Students with Projects
University Police Services Website On-line Reports
Faculty Presentations – Student Intervention Team (SIT)
Student Intervention Team Meetings
Facebook "Likes"
Twitter Followers

# List of Documents Requested and/or Reviewed by the Team

Policy 205-Training

Policy 300-Use of Force

Policy 304-Peace Officer Involved Shootings and Deaths

Policy 307-Vehicle Pursuit

Policy 313-Discriminatory Harassment

Policy 319-Standards of Conduct

Policy 402-Bias-Based Policing

Policy 422-Portable Audio/Video Recorders

Policy 705-Motorcycles

Policy 1011-Personnel Complaints

Policy 1014-Personnel Records

Policy 1033-Professional Standards Review Board

**UNR Police Services Organization Chart** 

**UNR Police Services Demographics** 

Associate Degree-2

Bachelor's Degree-16

Master's Degree-2

Doctorate Degrees-1

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## **Training Courses (2013 - 2017)**

#### **TRAINING TOPICS 2013**

In addition to The Nevada Commission on Peace Officer's Standards and Training (P.O.S.T), which requires under NAC 289.230 individual officers have a minimum of twenty-four (24) hours of continuing education annually, below is a list of additional instruction given to the officers and supervisors of the University of Nevada, Reno Police Services for 2013-2017.

Active Shooter: Recognition

Alcohol Awareness for Law Enforcement

**Background Investigation** 

**Basics Vision Training** 

**Baton Chart** 

**Bsl-3 Training** 

Cell Phone Technology/Forensic Data

Child Abuse Investigation

Clery Act Training

Community Oriented Policing

**CPR** 

Crimes against People

Crimes against Property

**Crowd Control** 

Dealing with the Mentally Ill

**Defensive Tactics Training** 

Detective and New Criminal Investigation

Domestic Violence

**Evidence Room Booking Procedures** 

FBI National Academy

**FEMA Active Shooter** 

Firearms Training

Flying Armed

Heart and Lung Wellness Program

**Human Resources Supervisory Training** 

Immediate Action Team/Solo Entry Training

Instructor Development

Intoxilyzer Recertification

Intro to Chemical Agents

Marijuana Grows

National Incident Management

**NCIC Training** 

Patrol Rifle CQB

Performance Evaluation Supervisory Training

Personal Safety

Post Physical Fitness Administrator Course

Responding to School Bomb Incidents

Seatbelt Safety

Sexual Harassment Prevention

SFST Training

**Supervisor Training** 

Synthetic Drug Investigation

Taser

Terrorism Recognition Training

**Tiburon Training** 

Title IX Training

VA Tech Debrief

Weapons of Mass Destruction

#### **TRAINING TOPICS 2014**

Below is a list of additional instruction given to the officers and supervisors of the University of Nevada, Reno Police Services for 2014.

Alcohol Awareness for Law Enforcement

**Basics Vision Training** 

**Baton Chart** 

Bias to Atrocity

**Building Self-Confidence** 

**Bulletproof Minds** 

Clery Act Training

Community Oriented Policing

**Crowd Control** 

Dealing with the Mentally III

**Defensive Tactics Training** 

**Domestic Violence** 

Ethics in Law Enforcement

**Evidence Room Booking Procedures** 

FEMA Active Shooter

Firearms Training

Heart and Lung Wellness Program

Immediate Action Team/Solo Entry Training

Instructor Development

Intoxilyzer Recertification

Legal Issues and Handling the Mentally III

National Incident Management

**NCIC Training** 

OC Aerosol Projectors

Patrol Rifle CQB

Performance Evaluation Supervisory Training

Personal Safety

Policy Formulation

Preventing Active Shooter

Progressive Discipline

Responding to School Bomb Incidents

Sexual Harassment Prevention

**SFST Training** 

Special Event Management

**Supervisor Training** 

Synthetic Drug Investigation

Taser

**TEMS Training** 

**Terrorism Recognition Training** 

**Threat Assessment** 

**Tiburon Training** 

Title IX Training

VAWA/Save Act

Weapons of Mass Destruction

#### **TRAINING TOPICS 2015**

Below is a list of additional instruction given to the officers and supervisors of the University of Nevada, Reno Police Services for 2015.

Alcohol Awareness for Law Enforcement

**Basics Vision Training** 

Baton Chart

**Building Self-Confidence** 

**Bulletproof Minds** 

Clery Act Training

Community Oriented Policing

Crowd Control

Dealing with the Mentally III

**Defensive Tactics Training** 

Dog Related Incidents

Domestic Violence

Ethics in Law Enforcement

Evidence Room Booking Procedures

FEMA Active Shooter

Firearms Training

Heart and Lung Wellness Program

Immediate Action Team/Solo Entry Training

Incident Command System 100-800

Intoxilyzer Recertification

Legal Issues and Handling the Mentally III

National Incident Management

**NCIC Training** 

Patrol Rifle CQB

Performance Evaluation Supervisory Training

Personal Safety

Policy Formulation

Preventing Active Shooter

Progressive Discipline

Regional Response to Active Assailant

Responding to School Bomb Incidents

Security Awareness

Sexual Harassment Prevention

Special Event Management

Standard Field Sobriety Testing Training

**Supervisor Training** 

Tactical Emergency Medical Systems Training

Taser

**Terrorism Recognition Training** 

Threat Assessment

**Tiburon Training** 

Title IX Training

VAWA/Save Act

Weapons of Mass Destruction

#### **TRAINING TOPICS 2016**

Below is a list of additional instruction given to the officers and supervisors of the University of Nevada, Reno Police Services for 2016.

**Active Shooter Training** 

Alcohol Awareness for Law Enforcement

**Basics Vision Training** 

**Baton Chart** 

**B-Con Training** 

**Bloodborne Pathogens** 

Blue Courage

**Building Self-Confidence** 

**Bulletproof Minds** 

Clandestine Lab

Clery Act Training

Community Oriented Policing

CPR

Crowd Control

Dealing with the Mentally III

**Defensive Tactics Training** 

Domestic Violence

DV training for supervisors

**Enhancing Police-Community Relations** 

Ethics in Law Enforcement

FBI First Responder Course

Firearms Training

Girls on Guard

**HAZMAT Prevention** 

Heart and Lung Wellness Program

Homemade Explosives Awareness

Homicide Investigation

Immediate Action Team/Solo Entry Training

Improvised Explosive Device

Incident Command System 100-800

Intoxilyzer Recertification

Leave No Victim Behind

Legal Issues and Handling the Mentally III

National Incident Management

**NCIC Training** 

Officer Involved DV Training

Performance Evaluation Supervisory Training

Personal Safety

Policy Formulation

Prescription Drug Abuse

Preventing Active Shooter

Progressive Discipline

Regional Response to Active Assailant

Responding to School Bomb Incidents

Security Awareness

Sexual Assault Response Training

Sexual Harassment Prevention

Standard Field Sobriety Testing Training

Suicide Prevention

Supervisor Anti-harassment

**Supervisor Training** 

Tactical Communication for Safety Professionals

Tactical Emergency Medical Systems Training

Taser

Terrorism Recognition Training

**Threat Assessment** 

Tiburon Training

Title IX Training

VAWA/Save Act

WMD Briefing

Taser Instructor

#### **TRAINING TOPICS 2017**

Below is a list of additional instruction given to the officers and supervisors of the University of Nevada, Reno Police Services for 2017.

**Baton Chart** 

**Baton Training** 

Blue Courage

**Building Self-Confidence** 

Clery Act Training

**Community Oriented Policing** 

Crowd Control

Dealing with the Mentally III

**Defensive Tactics Training** 

**Diversity Training** 

**Domestic Violence** 

Ethics in Law Enforcement

**Evidence Room Booking Procedures** 

Firearms Training

Heart and Lung Wellness Program

Immediate Action Team/Solo Entry Training

**Inclusion Training** 

Intoxilyzer Recertification

Issues and Handling the Mentally III

National Incident Management

**NCIC Training** 

Patrol Rifle CQB

Performance Evaluation Supervisory Training

Personal Safety

Preventing Active Shooter

Progressive Discipline

Regional Response to Active Assailant

Responding to School Bomb Incidents

Security Awareness

Sexual Harassment Prevention

Social Media

Special Event Management

Standard Field Sobriety Testing Training

**Supervisor Training** 

Tactical Emergency Medical Systems Training

Taser

Terrorism Recognition Training

Threat Assessment

**Tiburon Training** 

Title IX Training

VAWA/Save Act

Weapons of Mass Destruction

UNIVERSITY OF NEVADA, RENO
TRUCKEE MEADOWS COMMUNITY COLLEGE
&
DESERT RESEARCH INSTITUTE (RENO)

#### **ADVISORY BOARD**

for UNIVERSITY POLICE SERVICES

## **BY-LAWS**

(Adopted 6/04/01) Revised 3/2018

#### **PREAMBLE**

University Police Services strives to be a responsible neighbor by working to develop collaborative relationships with individuals and entities from our community. University Police Services also recognizes its responsibility to establish and maintain a meaningful association with the neighboring community.

The goal of Police Services is to create inclusive campus environments characterized by civility. This includes an explicit commitment to equality and free expression. A sense of personal safety among community members and visitors is essential if we are to become an inclusive community.

Personal safety is essential, influencing every component of campus life. University Police Services has the primary responsibility for developing and maintaining an environment that is safe, secure, and supportive of the mission of the communities we serve. The success of that effort is dependentin large measure--on the skill, training, commitment, and professionalism of the individuals to whom this significant responsibility is entrusted. UNR, TMCC and DRI (Reno) acknowledge the importance of campus safety to the well being of the people of this community and to the institutions themselves.

Community members share in the responsibility for maintaining a campus environment that is safe and secure. It is only through a partnership that problems can be anticipated, issues discussed, and solutions found. The Advisory Board for University Police Services is created as a cornerstone of the partnership between the community and the department and, therefore, should reflect the diverse constituencies it is designed to serve.

#### I. NAME OF THE BOARD

This board shall be called the *Advisory Board for University Police Services*.

#### II. ADVISORY BOARD CHARGE

Responsibility for the public safety functions rests with the presidents of the institutions. The presidents have delegated operational responsibility to the Assistant Vice President & Director of University Police Services. The advisory board will address public safety issues as they relate to police services and provide relevant input to the University Police Services.

The Assistant Vice President & Director may bring to the board for discussion, review, or recommendation topics of concern or of interest to the community served by Police Services. Similarly, the board may bring to the Assistant Vice President & Director, University Police Services, topics of concern or of interest to the community. Board members may also identify issues through discussions with other community members. The chair is required to place on the agenda for consideration any item presented in writing from any member of the community or with the signatures of at least three board members.

The advisory board does not serve as a review board of police actions, whether internal or external.

#### III. STRUCTURE OF THE ADVISORY BOARD

#### A. Appointment of Members

- 1. Board members will be appointed by the president of each respective institution from a list of nominations solicited by the Assistant Vice President and Director, Police Services from the constituent groups represented on the board.
- 2. Nominees will be solicited by April 15 with the term of office to begin upon appointment. The convening authority to call the initial meeting of the board shall be the UNR Vice President for Administration and Finance who will review the charges with the board at the first meeting.

# B. Membership

Membership of the board will include representatives from the following areas, provided that each area has an active, functioning body and that members are available and willing to accept the nomination to serve on the board.

- 1. One member of the academic faculty (from four individuals nominated by the Faculty Senate) from each institution.
- 2. One (1) member of the administrative faculty (from two individuals nominated by the Faculty Senate) from UNR and TMCC.
- 3. One (1) member of the administrative faculty nominated by the DRI President's Cabinet.
- 4. One (1) member of the classified staff or equivalent (from two nominated by the Staff Employees Council or equivalent) from each institution.
- 5. One (1) undergraduate student (from two individuals nominated by the Associated Students of the University of Nevada Student Senate and Truckee Meadows Community College Student Government Association) from each institution.
- 6. One (1) graduate student (from two individuals nominated by the Graduate Student Association) of University of Nevada, Reno and one (1) graduate student of DRI.
- 7. One (1) police officer from University Police Services (from two nominated by University Police Services).

- 8. Two (2) non-institutional affiliated community representatives nominated by the City of Reno, or City of Sparks or Washoe County.
- 9. One (1) community representative-at-large designated by the President, UNR in consultation with the Presidents of TMCC and DRI.
- 10. The Assistant Vice President and Director, University Police Services, will serve in an ex officio, non-voting capacity.
- 8. Two (2) non-institutional affiliated community representatives nominated by the City of Reno, or City of Sparks or Washoe County.
- 9. One (1) community representative-at-large designated by the President, UNR in consultation with the Presidents of TMCC and DRI.
- 10. The Assistant Vice President and Director, University Police Services, will serve in an ex officio, non-voting capacity.

#### C. Term of Office

- 1. Members will serve three-year, staggered terms; student members will serve one-year terms.
- 2. Nominations will be solicited by April 15 with the terms in office to begin upon appointment and ending June 30 after the appropriate term has been served.
- 3. To provide continuity and to ensure staggered terms, in the first year three non-student members will be appointed for one-year terms, three for two-year terms, and three for three-year terms.
- 4. Solicitations for nominations to replace vacancies will be sought without delay following the procedures set forth above.

#### D. Organization of the Board

- 1. The Chair and Vice Chair will be appointed by nomination and majority vote of the board. An updated roster will be provided to the administrative position overseeing the board on an annual basis.
  - a. The chair will call meetings, set the agenda, preside at meetings, and serve as spokesperson for the Board.
  - b. The vice chair, in the absence of the chair, will call meetings, set the agenda, and preside at meetings.
  - c. An administrative assistant, assigned by the Assistant Vice President and Director, University Police Services, will record and distribute meeting notes and maintain the board's files and records.
  - d. A representative from each institution's Office of Communications will be invited to each meeting in order to be kept abreast of board deliberations.
- 2. The board may appoint ad hoc committees, selecting non-board members to participate.
- 2. With no provisions for proxy, a majority (7) of the voting members (13) constitutes a quorum that is necessary for the board to take action and conduct business.
- 3. Final board action cannot be taken on any item at the same meeting at which it is proposed for consideration.
- 4. A simple majority of those present will be required to pass a motion.

#### E. Duties of the Board

- 1. Fulfill the charge as presented in the Preamble and in II above.
- 2. Attend familiarization training provided University Police Services.
  - a. Pass background check
- 3. Attend board meetings to be held at least twice a semester.
- 4. Present any written recommendations, with supporting narrative, to the Assistant Vice President and Director, Police Services for review and, when appropriate, for transmittal to each respective president for consideration.
- 5. Prior to the end of each Spring Semester, issue a written report of Board activities and actions to be filed with the Assistant Vice President and Director, Police Services, with a copy forwarded to each respective President, and subsequent posting on the Police Services webpage.
- 6. Maintain the files and records of the board and make them available to each successive board.

#### **Effective Date and Amendments**

- A. The Advisory Board for University Police Services by-laws is effective when approved by each respective president.
- B. Amendments to the by-laws are recommended by the board and submitted to the Assistant Vice President and Director, Police Services for approval following the process outlined above. Amendments are effective immediately upon approval.

Approved by:	
11 3	Marc Johnson, President
	University of Nevada, Reno
Approved by:	
, , , , , , , , , , , , , , , , , , , ,	Karin Hilgersom, President
	Truckee Meadows Community College
Approved by:	
	Kristen Averyt, President
	Desert Research Institute

# **REFERENCES**

- COPS Office. 2015. President's Task Force on 21st Century Policing Implementation Guide: Moving from Recommendations to Action. Washington, DC: Office of Community Oriented Policing Services.
- International Association of Campus Law Enforcement Administrators, Accreditation IACLEA Accreditation Standards Manual – First Edition Revision 4
- The International Association of Chiefs of Police, https://www.theiacp.org/projects
- Lum, C., Koper, C.S., Gill, C., Hibdon, J., Telep, C. & Robinson, L. (2016). An Evidence Assessment of the Recommendations of the President's Task Force on 21st Century Policing — Implementation and Research Priorities. Fairfax, VA: Center for Evidence-Based Crime Policy, George Mason University. Alexandria, VA: International Association of Chiefs of Police.
- President's Task Force on 21st Century Policing. 2015. Final Report of the President's Task Force on 21st Century Policing. Washington, DC: Office of Community Oriented Policing Services.



## **Todd Sigler, PhD, Team Leader**

Todd Sigler began his career in law enforcement in 1983 with the student patrol program at Southern Illinois University Carbondale (SIUC). In 1985, he graduated from the Illinois State Police Academy and became a full-time patrol officer with the SIUC Department of Public Safety. In 1988, he briefly left SIUC to work with the Illinois Secretary of State Police. In 1990, he returned to Southern Illinois University to resume his career as a patrol officer. In his career with SIU, he received promotions to Corporal, Sergeant, Lieutenant, and Captain before becoming the Director of Public Safety at SIUC in 2004. After retiring in October 2013, he returned to police work in January 2014 as the Director of Public Safety and Campus Police at Davidson College.

He earned a Bachelor of Science degree in Administration of Justice in 1984, a Master of Public Affairs in 1988, and in 2011, a Ph.D. in Education Administration – Higher Education, all from Southern Illinois University Carbondale. He is a graduate of the FBI National Academy 194th Session as well as a graduate of the Northwestern Traffic Institute Executive Management Program. He has instructed classes in Foundations of Inquiry and Behavioral Threat Assessment and Targeted Violence on College Campuses, along with numerous training sessions in Collective Behavior and Campus Public Order Policing, Community Policing, and Crime Prevention. He has attended several thousand hours of inservice training on a variety of law enforcement training topics. He is a certified Crime Prevention Specialist.

He is a member of several professional associations including the FBI National Academy Associates, the International Association of Chiefs of Police – University Section, the International Association of Campus Law Enforcement Administrators, Northwestern Traffic Institute, National Association of Campus Law Enforcement Administrators, North Carolina Association of Chiefs of Police, and the North Carolina Association of Campus Law Enforcement Administrators.

**Barbara O'Connor**, M.S., J.D., IACLEA Coordinator of Consulting Services, primary point of contact, coordinating for IACLEA and assisting with workforce climate assessment.

Barbara O'Connor retired as the University of Connecticut's Director of Public Safety and Chief of Police in 2016 after serving four years as the chief law enforcement officer for the main campus, as well as the five regional campuses located throughout state. Possessing more than thirty years' experience in campus law enforcement, she began her career in 1983 as a police officer with the University of Massachusetts Amherst Police Department. O'Connor rose through the ranks, becoming Deputy Chief of Police in 1995. In 2001, she was appointed Chief of Police and Director of Public Safety, overseeing 80 full-time staff, with 63 police officers, 30 police cadets, and over 250 student security personnel. In 2009, O'Connor accepted the position of Executive Director of Public Safety and Chief of Police at the University of Illinois, a position responsible for the police department, emergency management, and security, in coordination with TSA, of the University's commercial airport. In 2012, she was appointed Chief of Police at Connecticut's flagship university, managing a staff of 140 and a budget of approximately \$20 million. At each of the three campuses Chief O'Connor implemented new CCTV

systems and security technologies. O'Connor holds a Bachelor of Science degree in Criminal Justice, a Master of Science degree in Labor Studies, and a Juris Doctorate Degree.

## Assisting the team but not making on-site visits:

**Susan Riseling,** Executive Director of IACLEA, Associate Vice Chancellor and Chief of Police (retired), University of Wisconsin-Madison, overall quality control

Sue Riseling, the Executive Director of the International Association of Campus Law Enforcement Administrators (IACLEA), leads an organization with over 3,900 members in 15 countries. She retired from UW-Madison as the Associate Vice Chancellor and Chief of Police in August 2016. She held the UW-Madison position for 25 years. During her time at UW-Madison Chief Riseling was an IACP Vice President. The IACP is the world's largest police leadership organization with close to 30,000 members. Sue is the Past President of the Dane County Chiefs of Police, the Wisconsin Chiefs of Police Association and the first woman and first University Police Chief to hold that position. She is the Past President and founder of the National Association of Women Law Enforcement Executives. In 2003 Sue was awarded the Motorola Law Enforcement Executive of the Year. In 2015, the UW-Madison bestowed the Chancellor's Award on Sue for her work serving students, staff, and faculty. She was awarded the Police Executive Research Forum Prestigious Leadership Award in June 2017 and in July 2017 she was honored to receive "The Woman of the Year for Philanthropy" from the United Way. In 2013 Sue's first book *A View from the Interior – Policing the Protests at the Wisconsin State Capitol* was published. The book was named Midwest book of the year.





Associate Vice President & Director
University Police Services
Southern Command

# **MEMORANDUM**

DATE: July 29, 2019

TO: Marta Meana, President

University of Nevada, Las Vegas

FROM: Adam Garcia, Associate Vice President & Director

**University Police Services** 

CC: Dr. Juanita Fain, Vice President for Student Affairs

University of Nevada, Las Vegas

Richard Clark, Assistant Vice President for Campus Life

University of Nevada, Las Vegas

SUBJECT: Residential Life Safety & Security Proposal

In response to safety concerns raised at UNLV residence halls in 2017, the university took a proactive approach by employing a security force which provided a visible presence to all entry points to dormitory entrances.

Police Services has assessed the continued need for these security officers, and provides recommendations in this document for consideration in order to best provide a safe environment for our residential students. These recommendations are fairly standard at institutions throughout the nation and adoption will eliminate the need for private contract security. By leveraging technology vis-a-vis cameras, access control, enhanced lighting, and infrastructure to our advantage, the University is in a position to significantly reduce, or even eliminate the \$1,866,878 spent for private security at the residence halls for FY19. It is estimated that the recommended program costs will require one time funding of approximately \$60,000 for equipment and software and an additional estimated \$100,000 for physical altercations.

Police Headquarters University of Nevada, Las Vegas

4505 S. Maryland Pkwy. Las Vegas, NV 89154-2007 Police Sub-Station College of Southern Nevada 3200 East Cheyenne Ave., Bldg. P North Las Vegas, NV 89030-4228









In order to allow for the proper development of appropriate policies and procedures, hire and train necessary staff, purchase the necessary equipment and modify existing facilities, I am recommending the establishment of a task force consisting of residential hall staff and Police Services residential hall liaisons to implement the recommendations presented using a phased in approach with a targeted implementation of January 2020.

Approved:	
	Marta Meana, President
	University of Nevada, Las Vegas

# Safety and Security Proposal





Dayton Community
Tonopah Community
South Complex
Upper Class Complex

**July 2019** 

## RECOMMENDATIONS FOR CONSIDERATION

- 1. Assign dedicated police officers to liaison with students and staff in order to provide appropriate safety training, visibility and partnerships.
  - a. <u>NOTE:</u> Officer Bree Torrey and Officer Toni Summerlin have already been assigned as Residential Hall liaisons. These officers will reach out to students to provide guidance on safety, address their safety concerns, and to ensure safety protocols are instituted as described in this plan.
  - b. These officers will be aware of scheduled events in/around the residential halls and ensure an appropriate level of patrols and officer visibility.
- 2. Employ a Crime Prevention Through Environmental Design (CPTED) approach. This includes:
  - a. Removal of vegetation that provides for places for individuals to hide and/or sleep and replace them with "desert landscape" vegetation and/or install hostile vegetation to guide illegitimate users away from exits and limit access to areas of concealment. Vegetation should be native to desert landscapes, remain under (3) three feet in height, and require little maintenance.. Recommend bushes and plants be kept under three (3) feet in height, all landscape should remain five (5) feet away from common pathways and building exteriors, and tree canopies should not dip below seven (7) feet.
  - b. Additional light poles installed on the berm of the grassy area located SE of South Complex (Williams, Boyd, Rodman). Other exterior lighting conditions should be within minimum lighting levels as recommended by the Illuminating Engineering Society (IES) of North America. Recommendation of 60 lux ground level average illumination for sidewalks and 100 lux average illumination within 30 feet of exterior gathering areas, such as elevator and stairwell lobby areas.
- 3. Create limited access points of entry and egress into each residential hall which are to be staffed by residential hall staff and retrofit the locations with panic buttons. These employees will be responsible for ensuring those entering are residential hall residents and are able to provide appropriate identification. Establish policy and procedures to ensure all visitors to a facility are required to sign-in upon entering and sign-out when they leave. The visitor log should include date, time visitor arrived/departed, visitor name, and the purpose of their visit. Additionally, visitors should provide a driver's license or other identification at check-in in exchange for a visitor's badge while at the Hall.
- 4. Install card readers at elevators at all housing facilities.

- 5. It is recommended that access points which are not staffed should be:
  - a. Secured from exterior entry;
  - b. Signed "NO ENTRY" on the exterior;
  - c. Signed "DO NOT ALLOW OTHERS TO ENTER", "DO NOT PROP OPEN", and "REPORT UNAUTHORIZED INDIVIDUALS TO XXX-XXXX"
  - d. Removal of outside handles of exterior egress doors that are not entry points and the interior of the doors outfitted with crash bars and alarmed to notify if propped open longer than 30 seconds.
  - e. Panic buttons and multi-sensor surveillance cameras in the interior lobbies (replace existing surveillance cameras) to allow for the recording of multiple angles, pathways, and activities occurring in common areas.
  - f. Signage at each entrance should indicate the destination identity, hours of operation, and telephone number for assistance.
  - g. Wayfinding and branding signage should be visible throughout the property to clearly establish the facility as UNLV property while guiding visitors to established entrances.
  - h. Ensure consistency in terms of size proportion, color, and design of pedestrian and vehicle scale signage. Standardization could include incorporating findings from the University wayfinding and/or signage committees.
  - i. Install/integrate existing digital signage in the interior common areas which will display and broadcast emergency notifications and other safety information.

I am recommending the following:

#### **Dayton Hall North:**

- o The southeast door be refitted to a push button entry by desk staff after Rebel Card check
- The interior of laundry room (southeast corner panel on south side) refitted to include a partition for desk, speaker in window and pass through similar to a banker's window.

#### **Dayton Hall South**

- o The existing interior desk remains.
- o The elevators refitted to key readers that will allow access after Rebel Card swipe.
- o The interior door south of elevators be refitted to egress only.

#### Williams Hall

o The entry point between Boyd Hall and Williams Hall changed to egress only, fitted with crash bars and alarmed.

#### **Boyd Hall and Rodman Hall**

o The entry between Boyd Hall and Rodman Hall is the main entry point at the elevators.

### **Upper Classmen Complex (UCC)**

- The 1<sup>st</sup> floor stairways fitted with egress only doors that are alarmed and with crash bars
- Install cameras above external stairs.
- o Existing entry points remain, desks installed for check point in lobby area.

### **Tonopah North**

- o The main point of entry is existing north door.
- o The existing desk becomes checkpoint.
- o The elevators refitted to key readers that will allow access after Rebel Card swipe.

#### **Tonopah Center/Tonopah South**

- o Main point of entry at existing lobby desk center of complex.
- o Existing desk becomes checkpoint.

For further clarification, see attached.

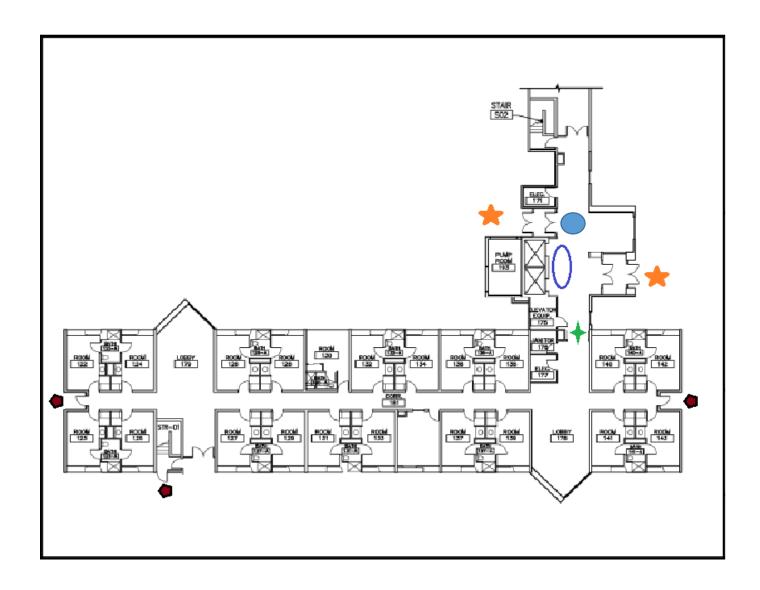
Adoption and implementation of these options will create a safer environment and eliminate the need to continue the employment of security services.

Appendices attached:

Residential Hall maps Security contract

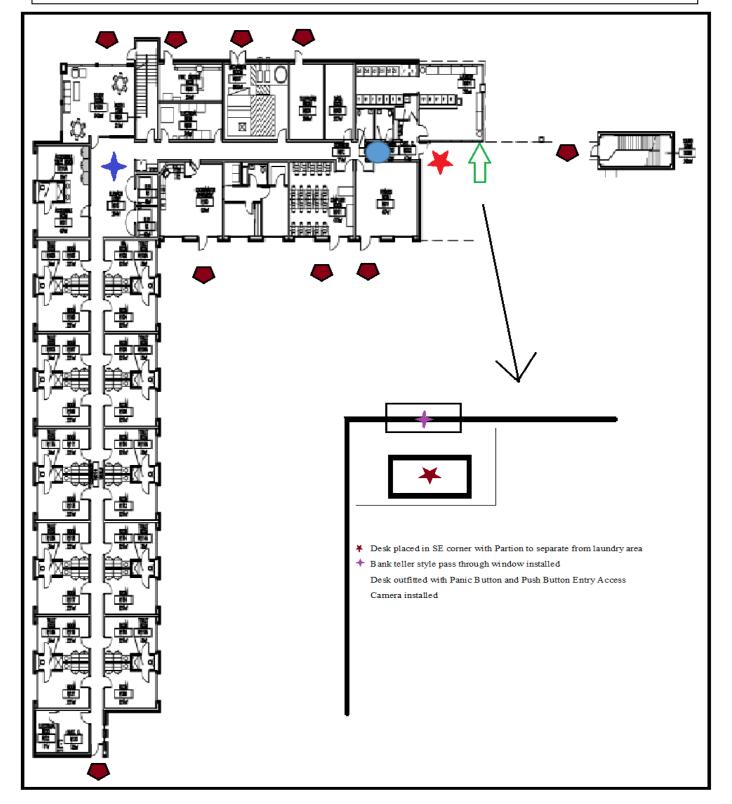
## **Boyd Hall**

- All exterior egress doors outfitted with crash bars and alarmed
- ★ Entry point between Boyd and Rodman to become the main entry point
- Two Security Officers at all times to check Rebel Cards at the elevators
- Double doors south of Elevators to be egress only
- Install multi-sensor surveillance camera



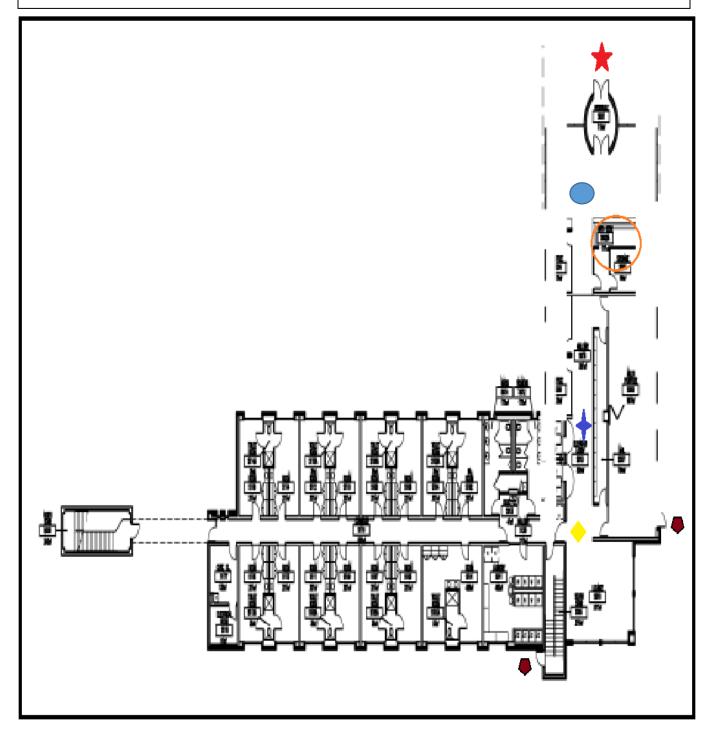
#### **Dayton North**

- All exterior egress doors outfitted with crash bars and alarmed to UPS Dispatch
- televators outfitted with Rebel Card swipe activation
- SE corner of laundry converted to security window pass through for Rebel Card check w/ 24/7 Security Officer
- \* Existing entry door reformatted to pushbutton (Security Check point) entry after Rebel Card check
- Install multi-sensor surveillance camera



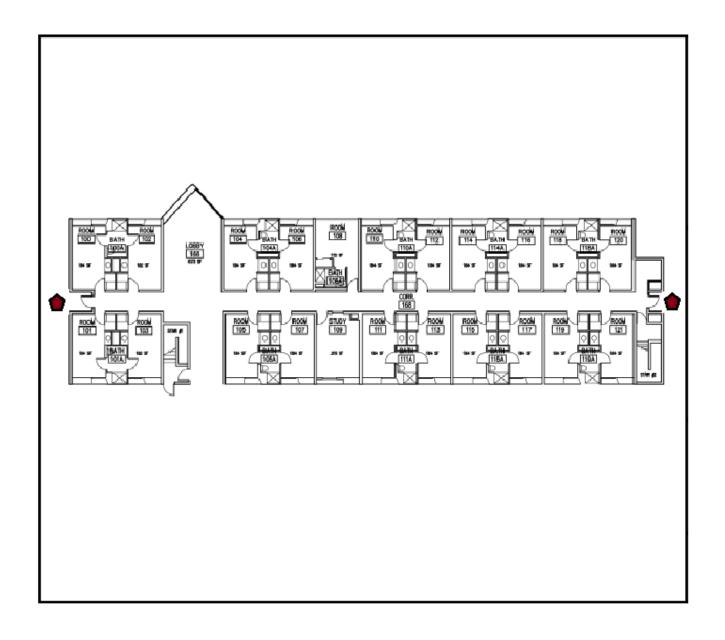
### **Dayton South**

- Existing main entry door stays the same
- All exterior egress doors outfitted with crash bars and alarmed to UPS Dispatch
- Existing interior desk remains two Security Officers at all times to check Rebel Cards
- Elevators refitted to key readers that will allow access after Rebel Card Swipe
- Interior door south of Elevators refitted to egress only
- Install multi-sensor surveillance camera

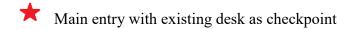


## Rodman Hall

♦ All exterior egress doors will have outside handles removed, outfitted with crash bars and alarmed

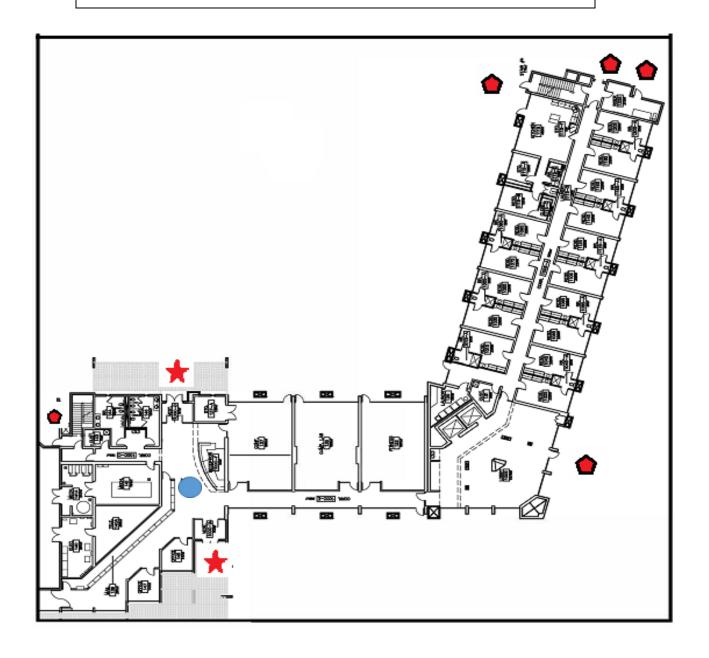


## **Tonopah Center/South**



All exterior egress doors outfitted with crash bars and alarmed

Install multi-sensor surveillance camera

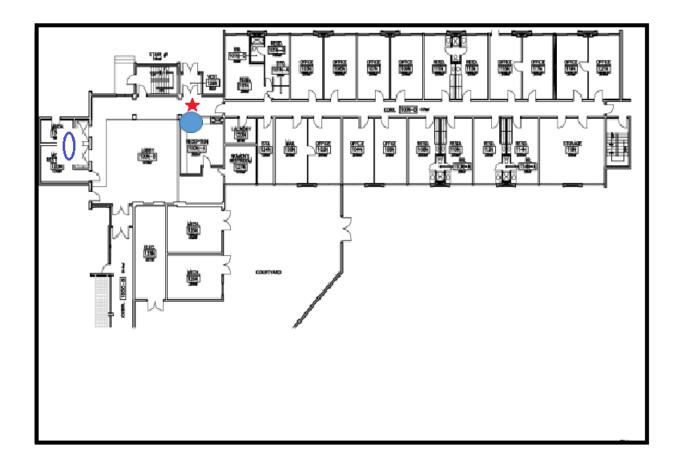


## **Tonopah North**

Main entry with existing desk as checkpoint

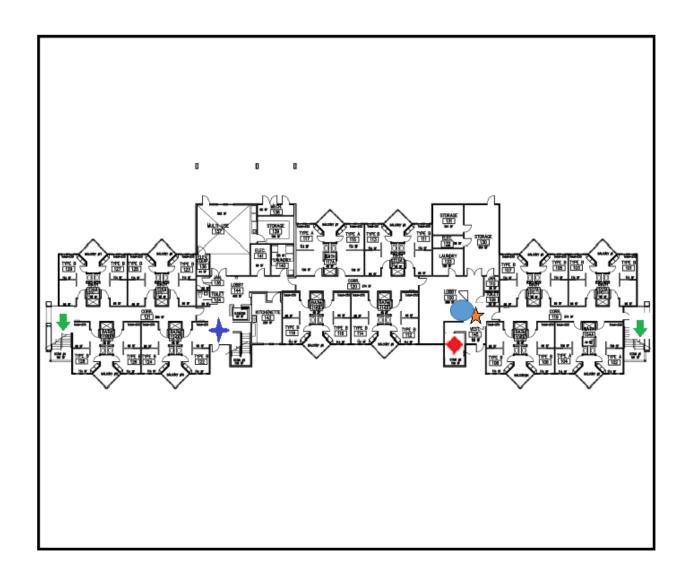
Elevators outfitted with Rebel Card Swipe Activation

Install multi-sensor surveillance camera



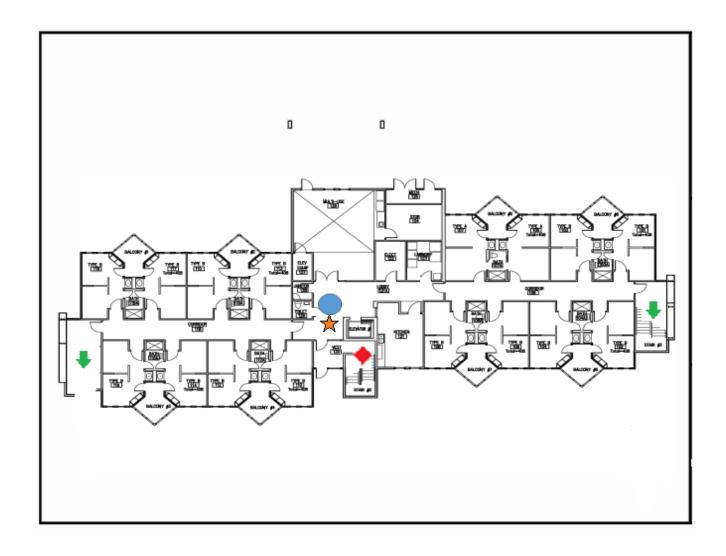
## **Upper Classmen Complex (HUH)**

- ★ 1<sup>st</sup> floor main entry becomes check point
- ◆Interior stair outfitted with egress only door (crash bar and alarmed)
- Exterior stairs outfitted with cameras
- Becomes egress only outfitted with crash bar and alarmed
- Install multi-sensor surveillance camera



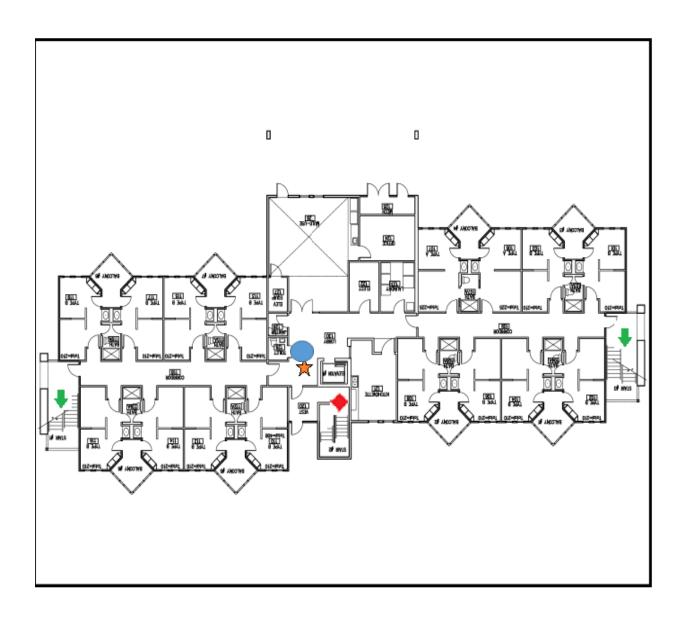
## **Upper Classmen Complex (MFH)**

- ★ 1st floor main entry becomes check point
- Interior stair outfitted with egress only door (crash bar and alarmed)
- Exterior stairs outfitted with cameras
- Install multi-sensor surveillance camera.



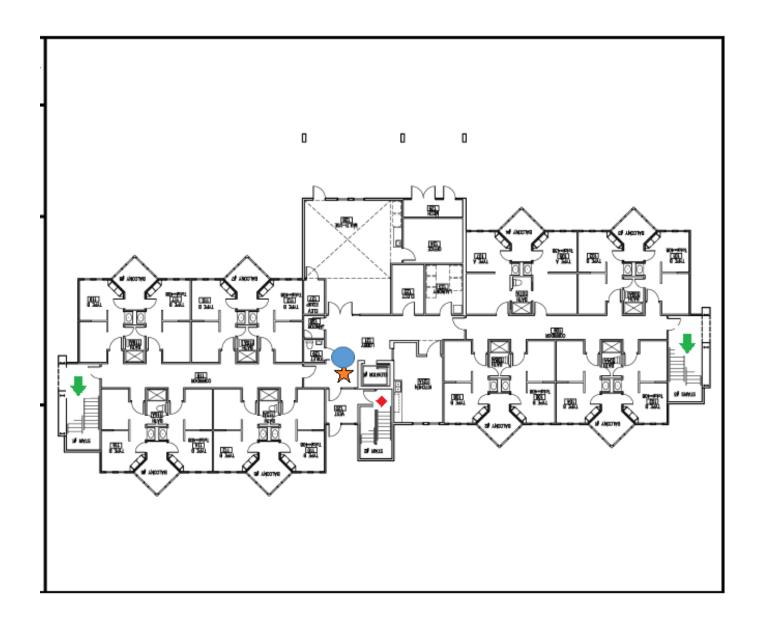
## **Upper Classmen Complex (RHB)**

- ★ 1<sup>st</sup> floor main entry becomes check point
- Interior stair outfitted with egress only door (crash bar and alarmed)
- Exterior stairs outfitted with cameras
- Install multi-sensor surveillance camera



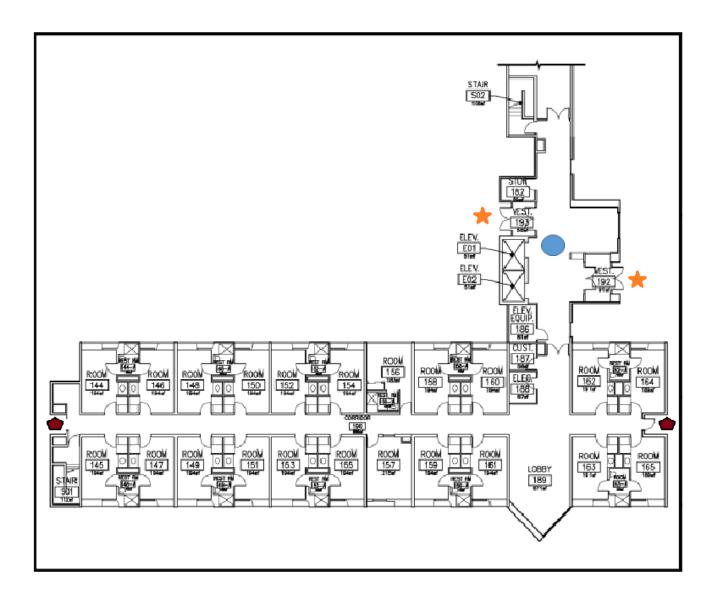
## **Upper Classmen Complex (RHC)**

- ★ 1st floor main entry becomes check point
- Interior stair outfitted with egress only door (crash bar and alarmed)
- Exterior stairs outfitted with cameras
- Install multi-sensor surveillance camera



## Williams Hall

- All exterior egress doors outfitted with crash bars and alarmed
- Entry point between Boyd and Williams to be changed to egress only, fitted with crash bars and alarmed
- Install multi-sensor surveillance camera





# CONTRACT TO PROVIDE TEMPORARY STAFFING SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract 7881 ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, ("UNLV") and Century Security Management of Las Vegas Corporation, a Nevada corporation, ("Contractor"), and is based on the following facts:

#### **RECITALS**

UNLV requires a contractor that can provide temporary staffing services.

On September 12, 2016, UNLV issued its Request for Proposal No. 677-KO (the "RFP") seeking proposals from qualified contractors to provide temporary staffing services.

On November 2, 2016, Contractor submitted a proposal ("Proposal") in response to the RFP.

On February 13, 2017, UNLV selected Contractor's Proposal as one of the proposals best suiting its needs. UNLV will be making awards to multiple vendors under this RFP.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

#### **AGREEMENT**

#### ARTICLE I TERM

#### A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one (1) year, unless otherwise terminated in accordance with this Contract ("Initial Term" or "Term").

#### B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for four (4) additional one (1) year terms ("Renewal Term(s)" or "Term(s)").

#### C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any

reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

# ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the non-exclusive services as set forth below and as further described in Exhibit A, (the "Services" which shall include any applicable Deliverable(s)).

This Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, and (3) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work ("Scopes of Work" or "SOW"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

## ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be \$200,000 per year, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Pricing is provided in Exhibit B.

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract, unless there is a change in Minimum Wage Requirements or other law which may directly affect Contractor's pay rates. Any

other price increases may only be requested annually at time of Contract Renewal. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) UNLV alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to LINI V
- 6) Fee changes mandated by Federal, State or local law will be permitted at any time. Contractor must inform UNLV in writing of impending changes mandated by law as soon as the requirement becomes known. Supporting documentation will be required.

Except as otherwise explicitly set forth in the Contract, all payment for Services may be invoiced upon the delivery of any applicable products/Deliverable(s) or the satisfactory completion of all Services requested during the Term, as applicable.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

# ARTICLE IV

#### A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

#### B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign

immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

# ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

#### A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "Subcontractor(s)"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability
  - Must be on a per occurrence basis.
  - Shall be at least as broad as Insurance Services Office ("ISO") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
  - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Automobile Liability For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("CSL") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- Workers' Compensation Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Crime Insurance Contractor shall purchase crime insurance when handling Owner's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer

fraud or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

- Professional Liability If applicable, Contractor is required to have Professional Liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in annual aggregate. Professional Liability is required for Contractors providing professional positions such as Accountant, Dentist, etc.
  - Retroactive date must be prior to commencement of the performance of this contract.
  - o The discovery period is to be three (3) years after termination of contract. A thirty six month (36) Supplemental Extended Reporting Period must be endorsed to the insurance policy.
- 6) Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Cyber Liability insurance will be required for Contractors providing positions such as Computer Technician, Database Administrator, Systems Administrator, Programmer, Network Analyst, and other information technology related positions.
- 7) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 8) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 9) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 10) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for nonpayment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;

- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 11) Ensure the Primary Policy complies as follows-
  - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
  - Any insurance or self-insurance available to UNLV shall be in excess of and noncontributing with any insurance required.
- 12) Ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 13) Ensure that its insurance policies be -
  - 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
  - 2. Currently rated A.M. Best as A IX or better.
- 14) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.
- B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

#### C. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "Claim(s)"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

# ARTICLE VI MISCELLANEOUS PROVISIONS

#### A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

#### B. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

#### C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, FMLA, and provide upon request, proof of compliance with the foregoing.

#### D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality

is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to UNLV's Acceptable Use Computing and Information Technology Resources Policy provided http://oit.unlv.edu/about-oit/policies. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA"), and (if applicable) the Health Information Technology for Economic and Clinical Health Act ("HITECH"); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-19 1 ("HIPAA") and regulations promulgated by the U.S. Department of Health and Human Services (the "HIPAA Regulations"). Contractor also agrees to comply with all laws and regulations as set forth in more detail in the HIPAA Business Associate Agreement ("BAA"), attached hereto as Exhibit C of this Contract which Contractor shall contemporaneously execute.

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at <a href="informationsecurityoffice@univ.edu">informationsecurityoffice@univ.edu</a>, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. In the event of termination or expiration of the Contract for any reason, Contractor shall return, or at UNLV's request, destroy, any copies of confidential information, customer information, or UNLV User Data in Contractor's possession. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

#### E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

#### F. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's

status, national origin, physical or mental disability, or any other factor protected by antidiscrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

#### **GOVERNING LAW** G.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

#### H. **HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof." "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

#### I. INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

#### J. **MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

#### K. **NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested,

UNLV as follows: **Director of Purchasing and Contracts** 

> University of Nevada, Las Vegas 4505 S. Maryland Parkway

Las Vegas, NV 89154-1033

Contractor as follows: Century Security Management of Las Vegas Corp

4945 Wilbur Street Las Vegas, NV 89119

#### L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

#### M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("NRS"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

#### N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

#### O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the

remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

#### P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "Marks"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

#### Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

#### R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is anticipated to exceed \$1,000,000 at any time during the life of the Contract, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below).

  These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

#### 3) Definitions:

<u>Definition of Local Business Enterprise.</u> "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is

headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

<u>Definition of Disadvantaged Business Enterprise (DBE).</u> "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

<u>Definition of Minority Business Enterprise (MBE).</u> "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

<u>Definition of Women-Owned Business Enterprise (WBE).</u> "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

<u>Definition of Disabled Veteran Business Enterprise (DBE)</u>. "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

<u>Definition of Small Business Enterprise (SBE).</u> "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

#### S. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

#### T. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

### U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

#### V. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

APPROVED:

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

CENTURY SECURITY MANAGEMENT OF LAS VEGAS CORPORATION

8Y: Marty 52 - 2/23/17
Signature Date

Printed Name and Title

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

APPROVED:

BY:

Gerry J. Bomotti, Senior vice President for Finance and Business

#### EXHIBIT A SCOPE OF WORK

#### SCOPE OF SERVICES

Contractor shall provide management, labor support functions and personnel necessary to provide qualified personnel with technical and non-technical skills to perform temporary employment Services for UNLV and Nevada State College ("NSC"). In addition, Clark County and the Clark County Water Reclamation District have provided their temporary staffing requirements. These agencies and other public agencies within the State of Nevada ("Requesting Agency") shall have the option of utilizing the resulting contracts to obtain temporary employment services. UNLV will be responsible for managing the resulting contracts only in relation to issues that arise between UNLV or NSC and Contractor. Any issues that arise between Contractor and other public agencies that choose to utilize this contract shall be between those parties and UNLV shall not be responsible.

The purchase of services by a Requesting Agency from Contractor is a transaction solely between the Agency and the Contractor. It is understood and agreed that if any litigation arises between the Contractor and any Requesting Agency, Contractor shall not make UNLV a party to that litigation. Contractor agrees to indemnify UNLV against and hold it harmless from all costs associated with such litigation.

UNLV will not guarantee a minimum, or any amount, of business from this Contract. Services shall be requested only as needed.

Specific job qualifications for the potential required positions are defined in the following Scope of Work. Additional requirements may emerge for non-identified positions.

### **LOCATION OF SERVICES**

Employment Services shall be provided at any of UNLV's Premises or other Requesting Agency's facilities. Any governmental, state, or public entity within the State of Nevada may utilize this Contract at their option to obtain services at the Contract price and terms and conditions throughout the Term of this Contract.

#### **HOURS OF OPERATION**

Temporary employees assigned shall comply with the applicable work week and time schedule at their assigned locations unless desired changes are formally approved by a responsible official of UNLV or the Requesting Agency. The workweek will be determined upon assignment and may include nights and weekends.

#### **OVERTIME**

If a Contractor employee works overtime (more than forty (40) hours during the work week, or more than eight (8) hours during the work day) UNLV or Requesting Agency will be billed at a rate that is 1 and ½ times the normal pay rate of the Contractor employee for the hours that were overtime.

#### REPORTING TIME

Contractor is responsible to tell the temporary referral/employee candidate that the referral is required to be: to work on time, to follow the instructions of UNLV or Requesting Agency's supervisor/lead worker, and to follow all policies and procedures of UNLV or Requesting Agency including but not limited to safety, security, wearing uniforms, smoking, and drug/alcohol use. A copy of each agency's policies or a web address directing Contractor to the agency's policies will be provided to the Contractor for appropriate dissemination.

#### **TAXES**

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with the Services provided under this Contract and shall make any and all payroll deductions required by federal and state law, and hereby indemnifies and holds harmless UNLV or other Requesting Agency from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### PERMITS, LICENSES AND LAWS

Contractor shall obtain any and all federal, state and local permits and licenses required to execute the project as described in the Scope of Work. Contractor further agrees to abide by all applicable federal, state and local codes, regulations, statutes, ordinances and laws including but not limited to Equal Employment Opportunity, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability.

**SCREENING REQUIREMENTS** All referrals must be screened and interviewed. At minimum Contractor shall:

- A. Conduct an in-person interview to determine the applicant's character, suitability, and ability to provide services to UNLV or Requesting Agency. UNLV or the Requesting Agency's authorized representative shall have the option of participating in the interview process for various positions upon request.
- B. Contact at least two (2) of applicant's former employers to verify the employee's work performance.
- If requested by UNLV or Requesting Agency, Contractor shall conduct a background investigation of applicant in accordance with applicable law. The background investigation may include, but is not limited, to the following:
- 1. Check for felony convictions as defined by NRS 179C.010.
- 2. Check for convictions for a sex or drug related charge as defined by NRS 179A.290, NRS 179C.010, or NRS 179D.620.
- 3. Check for convictions for offenses that pose a threat to the safety or wellbeing of others as defined in NRS 179D.060.
- 4. Check for charges or criminal cases pending in the courts as of the date the worker is referred to UNLV or Requesting Agency to begin his/her temporary assignment.

If requested, Contractor shall provide resumes of potential employees to UNLV or Requesting Agency for consideration. UNLV or Requesting Agency reserves the right to conduct interviews of referrals before placement of temporary employees.

#### **INJURIES ON THE JOB**

Should Contractor's employee become injured on duty, the Contractor will immediately assume responsibility for the injured temporary employee and will provide UNLV or Requesting Agency with procedures on handling such situations.

#### **CONFIDENTIAL TREATMENT OF INFORMATION**

Contractor shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

#### **PAYMENT**

Contractor will not be paid or reimbursed by UNLV or Requesting Agency for expenses incurred in connection with pay for holidays not worked. Some assignments may require individuals to work holidays and/or weekends.

UNLV or Requesting Agency shall pay the Contractor for actual hours worked by the temporary employee. The Contractor will be required to reveal direct labor rate ("DLR") paid to each category of Contractor employee upon request. The DLR shall be expressed as an hourly rate and will reflect only actual wages paid by the Contractor to its employee(s).

#### MINIMUM WAGE REQUIREMENT

Contractor must comply with the Fair Labor Standards Act ("FLSA") of 1938, as amended, and U.S. Department of labor Regulation Part 516 pertaining to employee record keeping requirements.

#### **GARNISHMENTS**

Contractor shall be responsible for all garnishment claims for their employees.

#### **UNEMPLOYMENT CLAIMS**

Contractor shall be responsible for all unemployment claims for their employees.

#### **HEALTH INSURANCE**

Contractor shall be responsible for providing health, life and all standard insurance to their temporary employee(s), if offered by Contractor.

#### **SICK LEAVE/VACATION PAY**

Contractor shall be responsible for providing sick leave, vacation, emergency leave, and any retirement programs to their temporary employee(s), if offered by Contractor.

#### **BILLING AND LOGGING DOCUMENTATION REQUIREMENTS**

Contractor shall provide UNLV or the Requesting Agency with concise billings, including: name of temporary employee, job title, dates and hours of service and purchase order number.

Contractor shall maintain a log reflecting temporary employees, position title, dates and hours worked, purchase order number, Requesting Agency, and department name, and any other logs or records required by applicable law. UNLV may periodically request this information.

Contractor may be required to provide other reports to UNLV or Requesting Agency upon request.

#### TEMPORARY EMPLOYEE TERMINATION

UNLV or Requesting Agency may reject or terminate any temporary employee placed by Contractor, without giving cause or notice and Contractor will provide a replacement employee within twenty-four (24) hours after notification of termination. Should the second replacement employee also be unsatisfactory, UNLV or Requesting Agency reserves the right to obtain the Services from another source.

Temporary employees may be terminated and not considered for rehiring by UNLV or Requesting Agency for, but not limited to, the following reasons: walking off the job, not returning to position, not following rules and regulations of UNLV or Requesting Agency, and boisterous, profane or abusive language or behavior. These conditions apply to any temporary employee assigned to any department of UNLV or Requesting Agency.

### **FULL TIME EMPLOYMENT**

UNLV or Requesting Agency is not, under any circumstances, obligated to employ the Contractor's employee on a full-time basis. The intent of this Contract is to provide temporary staffing services. It is not the intent of UNLV or Requesting Agency to utilize this document as a recruitment service, however, there may be instances in which UNLV or Requesting Agency wish to hire a temporary employee into full time service. Contractual arrangements between the Contractor and his/her employees do not pertain to this Contract. All other contracts related to temporary staffing services by the Contractor and his/her employees are superseded by this Contract.

#### **CONTINUITY OF SERVICE**

It shall be the Contractor's responsibility to ensure continuity. Should a temporary employee be absent for a specific contract period, it shall be the Contractor's responsibility, at no additional cost to UNLV or Requesting Agency, to replace that temporary employee within 24 hours or the next scheduled shift, whichever should come first.

#### **PLACEMENT FEE**

No placement fee will be charged for temporary employees hired into a full-time UNLV or other Requesting Agency position(s) whom have been employed with UNLV or the Requesting Agency for a minimum of thirty (30) calendar days through selected Contractor.

#### PERSONAL APPEARANCE

Selected Contractor shall provide temporary employees that present a clean and groomed appearance.

#### RESPONSIBILITY OF CONTRACTOR

It is understood that in the performance of the Services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, representative or employee of UNLV or other Requesting Agency and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the Services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and hold UNLV or other Requesting Agency harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- A. In accordance with the Immigration Reform and Control Act of 1986, the Contractor agrees that it will not employ unauthorized aliens in the performance of this Contract.
- B. Contractor acknowledges that UNLV and other Requesting Agencies have an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, UNLV may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible.
- C. Contractor acknowledges that Contractor and any Subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of UNLV or Requesting Agency, and that they shall not be entitled to any of the benefits or rights afforded employees of UNLV or Requesting Agency, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System or other retirement benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. UNLV or Requesting Agency will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Contractor or any of its officers, employees or other agents.
- D. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by the Contractor, its Subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified Services, Contractor shall follow practices consistent with generally accepted professional and technical standards.
- F. All materials information, and documents, whether finished, or draft, developed, prepared, completed, or acquired by Contractor for UNLV or Requesting Agency relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Contractor to parties other than UNLV or Requesting Agency shall become the property of UNLV or Requesting Agency and shall be delivered to UNLV or Requesting Agency's representative upon completion or termination of this Contract, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by UNLV or Requesting Agency. UNLV or Requesting Agency shall have the right to reproduce all documentation supplied pursuant to this Contract.

- G. The Contractor agrees that its officers and employees will cooperate with UNLV or Requesting Agency in the performance of Services under this Contract and will be available for consultation with UNLV or Requesting Agency at such reasonable times and advance notice as to not conflict with their other responsibilities.
- H. Contractor has or will retain such employees as it may need to perform the Services required by this Contract. Such employees shall not be employed by the State of Nevada, UNLV or any other political subdivision of the State of Nevada.
- I. The rights and remedies of UNLV or Requesting Agency provided for under this section are in addition to any other rights and remedies provided by law or under sections of this Contract.

#### RESPONSIBILITY OF UNLV

- A.UNLV agrees that its officers and employees will cooperate with Contractor in the performance of services under this Contract and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B.The services performed by Contractor under this Contract shall be subject to review for compliance with the terms of this Contract by UNLV.
- C.The review comments of UNLV's representative may be reported in writing as needed by Contractor. It is understood that UNLV's representative's review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all Services delivered under this Contract.

#### CONTACTS

Contractor shall provide the names and telephone numbers of the primary contact person(s) to call whenever temporary personnel are needed by UNLV or Requesting agency. UNLV shall be notified of any change in this information during the contract period.

### COMPENSATION

A.UNLV or Requesting agency shall pay Contractor for the performance of Services described in the Scope of Work. UNLV or Requesting agency's obligation to pay Contractor cannot exceed the hourly rate amount.

- B. UNLV or Requesting Agency shall subtract from any payment made to Contractor all damages, costs and expenses caused by Contractor's negligence, resulting from or arising out of errors or omissions in Contractor's work products, which have not been previously paid to Contractor.
- C. A separate purchase order shall be submitted by each UNLV Department for Services required from Contractor. Invoices shall be submitted to the name and address indicated on each UNLV purchase order or as requested by the Requesting Agency.

#### **PARKING**

Contractor's employees shall be responsible for purchasing parking permits from the UNLV Parking Department. UNLV shall not be responsible for parking tickets received by Contractor's

employees.

The full list of parking policies, rules, and regulations can be found at http://parking.unlv.edu/.

Parking permits are not required on event days for temporary staff that will be working events at the Thomas and Mack Center, and parking permits are not required for parking at Sam Boyd Stadium. With the exception of the above, all temporary staff on the UNLV campuses are required to have a permit to park, regardless of how much time they spend on campus.

#### **JOB DESCRIPTIONS**

#### I. JOB DESCRIPTIONS

Below is a list of positions for which UNLV, Nevada State College (NSC), Clark County, and the Clark County Water Reclamation District have required temporary staffing services in the past. Pricing for these positions is provided in Exhibit B. From time to time, a department may require a position which is not listed below. In these instances, the requestor will contact the temporary agency to find out the availability of temporary staffing for such positions and to negotiate pricing for those particular positions not listed below.

PROFESSIONAL ACCOUNTANT: Responsibilities include account analysis, reconciliations, program reviews and procedure documentation. Monitor account activity and balance to ensure appropriate use of the chart of accounts and object codes, account classifications, rollups and adequate funding to maintain the fiscal integrity. Assist in preparation of annual financial statements, audit schedules and other reports. Act as advisor and respond to departmental queries. Develop and revise accounting procedures as necessary and provide training in financial system utilization. Assist on special projects as identified by controller and associate controller. The preferred requirements of this position are: Baccalaureate degree in Business Administration, Accounting, or similar major and three years accounting and/or audit experience. CPA/MBA desirable. Proficient in Microsoft office products including Word, Excel, Access, and PowerPoint. Excellent communication skills. Assignments are generally from 3 to 9 months. Temp to hire is desired.

#### **ACCOUNTS PAYABLE/GENERAL ACCOUNTING/PAYROLL ASSISTANT:**

Responsibilities include processing transactional documents to general ledger and subsidiary systems. Documents processed are time sensitive and require significant compliance review in accordance with various statutory regulations. Preferred requirements: Associates or Bachelor's Degree and 3-5 years experience in a business office, processing documents and reconciling accounts. Excellent communication skills required to interface with various department administrators. Familiar with mainframe financial systems, report query tools and Microsoft office products. Assignments are generally from 3 to 9 months. Temp to hire is desired.

BARTENDER: Must be 21 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Must have basic knowledge of mixing drinks, the proper way to order drinks and the proper sequence of how to put the drinks out. Also, must possess good cash handling skills with the ability to count properly and quickly without making mistakes. Must possess a server attitude, going above and beyond to ensure proper service, and have the ability to interact with guests, without getting too familiar. Must be able to speak and understand English. Must have good grooming standards. Duties will include the preparation and serving of beverages as required by customers. Responsibilities will include cash register operation, collecting and exchanging of money. Clean up of workstation is required.

#### **BOOKSELLERS/CASHIERS**

Job duties include but are not limited to:

- Cashiering/processing e-commerce orders
- Customer Service answering phones, email, assist on the sales floor
- Shipping/Receiving/Stocking shelves

- Taking inventory
- Clerical duties photocopy, file, fax
- May be required to act as the second count for the opening and closing safe. It is required that such individuals be bonded.

**FOOD SERVERS:** Must be 18 years of age or older and possess a Health and Sheriff card, and be available to work odd shifts and fluctuating hours as required for special events. Must possess a positive server attitude in which they go above and beyond to insure proper service, and a willingness to undertake other duties as required. Must have basic knowledge and skills of a banquet server including a) knowledge of how to set a table b) knowledge of folding napkins c) Skill to carry a large oval tray and bus tables d) Skill to hand pass food and beverage using either a cocktail tray or silver service tray e) Knowledge of proper etiquette for dropping food and beverage at the table i.e., always serve food from the left with the left hand and bus plates from the right with the right hand, and when serving beverages, serve from the right with the right hand and if possible, never lift the glass off of the table. Must have good grooming standards and must be able to understand and speak English. Duties will include set-up and break-down of event, and serving the needs of Food and Beverage clients.

#### CASHIER:

Job duties include but are not limited to:

- •Cashiering processing cash, check and credit card payments in a student information system.
- •Customer Service answering phones, answering questions about refunds, fees and classes, assisting customers in navigation of the system, and assisting staff.
- •Clerical duties photocopying, filing, faxing and sorting documentation as necessary.
- •Reconciliation Reconciling funds received at the end of assigned shift and balancing to system.
- •Computer skills -- Must possess a basic ability and understanding of computer systems.
- •Work schedule Must be able to work any scheduled 8 hour shift between 8:00AM and 8:00PM Monday –Thursday and 8:00AM to 6:00PM Friday Sunday.

**COMPUTER TECHNICIAN:** Must be 18 years of age or older and able to lift 50 lbs repeatedly. Must have knowledge of computer hardware and software setup, installation, and troubleshooting, and good written and verbal communication skills. Job duties include installing hardware and software on Macintosh and PC desktop and laptop computers, delivering and setting up computers in customer's office, troubleshooting minor computer hardware and software malfunctions and recording actions in a database.

**CONCESSION CASHIER:** Must be 21 year of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Concession Cashier will be responsible for customer service in concession booths. Duties will include the preparation and serving of food and beverage as required by customers. Responsibilities will include cash register operation, collecting and exchanging of money and balancing totals at the end of event. Clean up of workstation is required.

**CONCESSION RUNNER:** Must be 17 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Must have the ability to lift 50 pounds or more. Responsibilities will

include working with the stand leader to maintain appropriate stock levels throughout the event. Clean up of workstation is required.

**CONCESSION SERVICE PREP (Stand Worker):** Must be 18 years of age or older and possess a Health and Sheriff card and must be available to work odd shifts and fluctuating hours as required for special events. Food Service Prep will responsible for customer service in concession booths. Duties will include the preparing and serving of food and beverages as requested by customers. Responsibilities will also include collecting and exchanging of money. Clean up of workstation is required.

CONCESSION STAND LEADER: Must be 21 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include the preparing inventory, keeping the stand stocked with product, and making sure enough product is prepared to sell. Responsibilities will include keeping the stand clean and maintaining records of product coming in and out of the stand. Clean up of workstation is required.

#### **CONSTRUCTION – UNSKILLED LABOR:**

Job duties include but are not limited to:

- Must be able to lift over 50 lbs.
- Loading, unloading and moving materials.
- General labor, cleanup, etc.
- The hours of operations vary.
- Must be able to follow directions easily and serve as an assistant for a variety of projects.
- Preference of OSHA Safety Training and Procedures

**CUSTODIAL WORKERS:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Custodial workers will be responsible for all custodial duties required to clean and maintain areas throughout the concourse and seating areas as necessary.

DATA BASE ADMINISTRATOR: Responsibilities include supporting enterprise database services. Successful candidates for this position must be highly technical, detail-oriented team players with exceptional communication skills, a thorough understanding of relational database administration, and the ability to plan and manage database projects while meeting established deadlines for mission critical systems. Incumbents perform database administration tasks including maintaining data dictionaries, database backup and recovery, database performance tuning/monitoring, database loading, database updates and migrations. A thorough knowledge of and working experience with current database systems and data security practices is required. Experience with or exposure to Oracle RAC, Clusterware, ASM, Dataguard, Oracle SQL and PL/SQL, and Oracle Enterprise Manager Grid Control as well as exposure to other enterprise database platforms such as SQLServer and MySQL may be required depending upon specific needs. Additional possible experience includes Oracle 10gR2, RAC plus Dataguard in a Red Hat Linux environment; experience supporting an enterprise application such as PeopleSoft, Siebel, JD Edwards, etc. Other preferred experience includes supporting a Course Management System such as Blackboard or WebCT Vista in a higher education environment, experience supporting PeopleSoft CampusSolutions and Portal, experience with reporting and BI tools such as Cognos & OBIEE.

**DATA ENTRY CLERK:** Ability to input alpha and numeric data and verify work. Minimum 35 WPM, accurate. Some knowledge of records coding helpful. Must have good judgment and maintain confidentiality of information. May require knowledge and proficiency in Microsoft Office products or other software as required.

#### **DENTAL OFFICE - FRONT DESK - PATIENT INTAKE AND EXIT**

Perform Patient Intake/Exit duties as listed:

- a. Appointment scheduling
- b. Insurance verification
- c. Patient check in and chart preparation for treatment
- d. Patient check out to include collecting appropriate co-payments
- e. Entering treatment information in the Patient Management Program
- f. Ability to learn the treatment regulations for various insurance companies
- g. Ability to perform additional reception duties
- h. Must be trained in HIPPA laws.

#### **DENTAL OFFICE - BACK OFFICE - DENTAL ASSISTING DUTIES**

Perform Dental Assisting duties as listed:

- a. Ability to prepare treatment room with the proper barrier protection
- b. Ability to greet patients and prepare them for patient treatment
- c. Knowledge and certification for taking radiographs
- d. Knowledge and usage of dental materials
- e. Prepare units with appropriate instruments for designated treatment
- f. Ability to fabricate temporary appliances and assisting doctor with impressions
- g. Knowledge and ability to perform four handed dentistry (chair-side assisting) duties
- h. Knowledge and ability to perform charting duties and enter charting in the Patient Management Program
- i. Knowledge on duplicating film for insurance purposes and release to patients as needed.
- j. Must be trained in HIPPA laws.
- k. Other assisting duties as assigned

## **DENTIST**

Licensed dentist to provide dental supervision, exams and emergency treatment on patients. Must be trained in HIPPA laws.

**DISHWASHER:** Must be 18 year of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include washing dishes and kitchen implements. Responsibilities will be to keep the dish room clean.

**EXECUTIVE ASSISTANT:** Receives and screens visitors and telephone calls, providing information and resolving complaints which regularly requires the use of judgment and the interpretation of policies and procedures. Researches, compiles and summarizes a variety of informational or statistical materials; may compile and review budget figures. Types drafts and a wide variety of finished documents from stenographic notes, brief instructions, or printed materials; may use word processing equipment and input or retrieve data and prepare reports using a computer system; may compile and process confidential materials. Initiates correspondence independently for own signature or by appropriate management staff; reviews finished materials for completeness, accuracy, format, compliance with policies and procedures, and appropriate English usage. Organizes and maintains various administrative, reference, and

follow-up files; purges files as requested. Organizes meetings by notifying participants, making room arrangements, preparing agendas and required informational materials; may attend such meetings and prepare minutes or may represent the manager at such meetings. Relieves managers and supervisors of certain administrative matters by following up on projects, transmitting information, and keeping informed of pertinent activities. Makes appointments and maintains a calendar, schedules and arranges for meetings and makes travel arrangements; sorts mail and obtains related backup materials. Assists with the development and administration of the department's budget; may prepare or maintain statistical, fiscal or payroll information. May coordinate departmental personnel, purchasing and related administrative support activities. Organizes own work, sets priorities and meets critical deadlines; ensures that such deadlines are met by other staff. May provide supervision, training and review of work of office support staff. May drive a personal, county or agency motor vehicle in order to attend meetings.

**FILE CLERK:** Filing, opening mail, stuffing envelopes, mailing information packages, some sorting of outgoing mail.

**GENERAL LABOR:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. General Labor workers will be required to load and unload equipment as required for events.

**KITCHEN WORKER:** Must be 18 years of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include preparation of food. Responsibilities include set-up and clean-up of kitchen.

**LINE COOK:** Must be 18 years of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include preparation of food, carving, sautéing, broiling, grilling, etc. Responsibilities will include set up and clean up after event.

**LOADER:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Required to load and un-load equipment from trucks.

**MEDICAL OFFICE ASSISTANT:** Must be 18 years of age or older. Ability to answer telephone, file, type and must be familiar with medical terminology. Must be trained in HIPPA laws.

#### **MOVER:**

Job duties include but are not limited to:

- Must be able to lift over 50 lbs.
- The hours of operation would be 7:00 AM until 3:30 PM.
- Must be able to follow directions easily.
- Must be trained on the proper procedures for lifting furniture and equipment

**NETWORK ENGINEER:** Responsibilities include working in collaboration with other Network Development and Engineering staff to design, implement and maintain the campus data network. The Network Engineer will lead the selection, configuration, and support of network devices, security appliances, wireless systems, and LAN/WAN infrastructure running primarily Cisco IOS. The position will also provide support for DNS, DHCP and VPN services. This position will serve as a point of escalation for complex network connectivity issues requiring advanced trouble shooting skills. The person holding this position will consult with internal and

external clients as requested to provide solutions to unique networking requirements. The successful candidate must be available to serve in an on-call rotation for unexpected emergencies and work extended shifts. This position requires the ability to adjust shift schedule to perform maintenance and upgrades outside of business hours a minimum of once per week. Qualifications include three years in a technical support position including two years of professional experience with network device configuration and installation, strong knowledge and experience with networking components (routers, switches, preferably Cisco or Brocade equipment) and network topology, demonstrated understanding of advanced network protocols (e.g. OSPF, MPLS, IPv4, IPv6, HSRP), experience with configuration and troubleshooting of security technologies, VPN, 802.1x, WPA2, firewall and server based access controls, strong knowledge of common desktop operating systems including Windows, Mac OS-X and Linux, experience with installation, configuration, and troubleshooting of wireless access points, wireless management systems and associated technologies, demonstrated knowledge of LAN cabling components, general understanding of Linux based network troubleshooting tools, ability to write scripts or use programming toolsets to streamline operations, strong problem solving skills and strong verbal, written and communication skills.

**PARKING ATTENDANT:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Parking attendants are assigned to positions to help direct quests to the proper parking areas, and to protect the integrity of VIP parking.

**PARKING CASHIERS:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Parking Cashiers greet the guests at the parking cashiers barrels to collect the parking fees and returns a parking coupon back to the guest.

**PRE/POST CLEAN UP:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Duties will be in conjunction with setting-up, and taking down chairs, props, equipment and material as required in the arena area, and also cleaning-up.

**RECEPTIONIST:** Telephone duties (1-6 lines). Ability to greet guests and screen callers for referral to appropriate staffers. Good communication skills. Front office appearance. May include simple clerical duties such as stuffing envelopes, etc.

**RUNNERS:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Runners must possess a valid Nevada driver's license. Duties will include picking up and delivering equipment and/or items as required.

**SECRETARY:** Typing speed of Minimum 55 WPM. Must possess excellent grammar, spelling and punctuation skills. Proficiency (skills at the medium to advanced level) in Microsoft Office products such as Word, Excel, PowerPoint and Access, as well as knowledge of Lotus Notes. Proficiency in other software products may also be desired for particular jobs. Ability to answer a multi-line telephone system, filing and copying. Must work well with people. Business attire.

**SECURITY STAFF:** Provide security guards at various campus events. Includes providing security screening using metal detectors, frisking/pat downs, etc.

**SPECIAL USHER:** Must be 21 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Special Ushers perform the same function as an Usher, but secure an area by roving through areas looking for potential problems such as

alcohol, seating or any guest-related problems. A visual bottle check is done by the Special Ushers as guests enter the facility. After bottle check is concluded, Special Ushers become rovers in the concourse and seating areas. All part-time event staff will serve as Alcohol Awareness Staff.

STAGEHAND SPECIALTIES (CARPENTER): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling staging, scaffolding, stairs, and decking.

STAGEHAND SPECIALTIES (LIGHTING TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing, dismantling lighting rig and various lighting equipment (instruments, dimmers, cable).

STAGEHAND SPECIALTIES (AUDIO TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling audio equipment, including various speakers, control boards and cable.

STAGEHAND SPECIALTIES (VIDEO TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling video equipment, operating various equipment (cameras, control boards), work as cable page.

**STAGEHAND SPECIALTIES (SPOT LIGHT OPERATOR):** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include operating spot lights as needed during rehearsals and performances.

STAGEHAND SPECIALTIES (LOADER): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include loading/unloading trucks, equipment, etc.

STAGEHAND SPECIALTIES (WARDROBE ASSISTANT): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include working with tour/production group in maintaining wardrobe and costume pieces (basic sewing skills – hand and machine).

STAGEHAND SPECIALTIES (GENERAL STAGEHAND): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include miscellaneous tasks as needed, i.e. install pipe and drape, general setup of equipment and staging.

SYSTEMS ADMINISTRATOR: Responsibilities include providing Windows, Unix and/or Virtualization services support for faculty, staff and students. Incumbent is responsible for 24/7 administration and support of server and storage technologies. Technologies include but are not limited to Microsoft servers, Vmware, Microsoft Active Directory, Novell eDirectory, Apple OS X servers, Linux, Solaris, AIX servers, Storage Area Networks, Oracle/SQLserver/mySQL databases, Peoplesoft-based applications. Tasks include project planning and implementation ,system optimization and automation, scripting, server and storage security, virtualization, backup and recovery, 2<sup>nd</sup> and 3<sup>rd</sup> level software troubleshooting and coordinating information and service requests with various University and Nevada System of Higher Education units. Qualifications include 3 years of server/system administration experience on applicable technology (industry certifications such as MCSE, RHCT preferred), high ethical standards. programming/scripting skills, knowledge of security best practices, knowledge and ability to use analytical, problem-solving and organizational skills, ability to work creatively and independently, ability to communicate effectively both orally and in writing, attention to detail, good organizational and documentation skills, team orientation and a strong commitment to delivering high quality customer service, good working knowledge of and experience with Tier1 enterprise hardware (eg. IBM, DELL, EMC, NETAPP) and software, experience with Enterprise backup software and recovery products, experience in multiple computer platforms (i.e. Windows, Mac, Unix) and networking, an understanding of database administration SQLServer/Oracle/mySQL, experience with SAN and Storage Technology, experience with SharePoint, ILM/FIM. Peoplesoft and other Enterprise applications, experience with Virtualization technologies such as VMware, experience with Directory Services such as Active Directory, LDAP, OID, eDirectory, demonstrated expertise with enterprise systems optimization and performance tuning, experience with project planning & implementation processes and execution. Higher Education experience a plus.

## **TEMPORARY PHARMACIST:** Responsibilities include but are not limited to:

- Ability to perform the practice of Pharmacy as defined in Nevada Pharmacy Statutes (NRS 639.0124)
- Perform final verification of all dispensed orders
- Oversight of order entry staff and/or pharmacy technicians
- Inventory Management
- Take verbal prescriptions from providers

- Consult and provide accurate drug information to all medical and nursing personnel as required to include drug identification and poison information
- Prepare and dispense narcotics and all controlled substances according to Federal and State regulation, and maintains all related records as required
- Physical security of the pharmacy to include opening, closing, and alarming

#### Requirements:

- PharmD or BS Pharmacy degree
- Pharmacy license that is current and in good standing with the Nevada Board of Pharmacy
- Experience with pharmacy management systems, preferably with ProPharm software by KALOS
- Strong communication and counselling skills, ability to clearly explain proper dosage and use as well as possible side effects
- High level of professionalism
- Ability to work independently
- Trained in HIPAA laws

#### TEMPORARY PHARMACY TECHNICIAN: Responsibilities include but are not limited to:

- Update patient profiles, demographics, and enter prescription information into the pharmacy computer.
- Preserve patient confidentiality, answer phones and questions at pharmacy window.
- Assist in filling prescriptions and prepare third party insurance claims.
- Order, receive, tag and stock prescription drugs and over the counter supplies.
- Ability to communicate with patients in a friendly manner.
- Assist at customer service counter ringing up orders.
- Process invoices and makes accounting entries using pharmacy management system, preferably ProPharm.
- Ensure proper cleanup of pharmacy.
   Requirements:
- Certified as a licensed technician through a certified national program. Licensed in Nevada
- Trained In HIPAA laws

**TICKET TAKER:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Ticket Takers are stationed at the entrances for guests to enter the arena. Responsibilities include checking for counterfeit tickets, correct event time and date, etc.

**TRAFFIC CONTROL:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Traffic Control personnel are assigned positions in the street around the facility to direct traffic for in-flow and out-flow.

**TRANSCRIBER:** Ability to transcribe from recordings using transcriber's own equipment. MS Word format.

**USHER:** Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Ushers are assigned to a specific area. Duties include checking

tickets, assisting guests in locating their seats and keeping aisles clear. Ushers are used to control the smoking areas and ensure that only guests with tickets are allowed onto the concourse. All part-time event staff will serve as Alcohol Awareness Staff.

**WORD PROCESSOR:** Minimum of 55 WPM, Excellent grammar, spelling and punctuation skills. Ability to type handwritten notes from department staff. Proficient in MS Word or WordPerfect. Must possess knowledge of basic office equipment such as copy machine and fax machine.

OFFICE ASSISTANT: Office Assistant I - is the entry-level class of this office support series. Initially under close supervision, incumbents learn office and departmental procedures. As experience is gained, there is greater independence of action within established guidelines. This class is alternately staffed with Office Assistant II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency, which meet the qualifications for the higher-level class.

Office Assistant II - is the journey level class of this series, fully competent to independently perform a variety of responsible office support duties. Specific duties, including the amount of typing, word processing, use of computers and contact with the public will vary with the organizational unit to which assigned. This class is distinguished from Senior Office Assistant in that the latter assigns, directs and reviews the work of a small office support staff. This class is also distinguished from Office Specialist in that the latter performs the most difficult, technical, complex and/or specialized office support duties, which require an additional definable requirement of technical knowledge and skill.

OFFICE SPECIALIST: Performs difficult, complex technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a knowledge of detailed or specialized activities related to the department to which assigned. Uses a computer to develop and manage databases and/or spreadsheet files and to develop special report formats. Researches and assembles information from a variety of sources for the completion of forms or the preparation of reports; makes arithmetic or statistical calculations. Conducts specific projects related to the department or office to which assigned: may obtain and/or provide information from other organizations, summarize such information and prepare recommendations. Provides information to the public or to staff that requires the use of judgment and the interpretation of policies, rules or procedures. Arranges meetings by notifying attendees, reserving rooms and making lodging and/or meal arrangements. Organizes, maintains and purges various departmental files. Prepares and types correspondence, reports, forms, contracts and specialized documents from drafts, notes, dictated tapes, or brief instructions, using a typewriter, word processor or computer; may provide secretarial support on a relief basis. Proofreads and checks typed and other materials for accuracy, completeness, and compliance with departmental policies and regulations. Enters and retrieves data and prepares reports using a computer; reviews such reports for accuracy and makes corrections as required; operates standard office equipment. Oversees and personally performs a variety of office administrative details such as entering employee time, preparing purchase requisitions, arranging for the repair of equipment, transmitting information, and keeping reference materials up to date. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Acts as receptionist and receives and screens visitors and telephone calls and directs the caller to the proper person or personally handles the call; provides information which requires the use of judgment and interpretation of policies, rules and procedures. May train others in work procedures or direct the work of others on a project or

relief basis. May perform technical support work related to the department to which assigned. May perform drafting duties. May perform payroll coordination duties for a specific unit, including entering employee time into a computer, retrieving data and compiling reports, instructing employees on time sheet procedures, and answering and researching payroll discrepancies. May be required to operate a motor vehicle.

**RECORDS TECHNICIAN:** Provides record imaging services: act as a contact point for all document imaging software applications and issues, including scanning, control and retrieval. Answer telephones; respond to inquiries from staff and the general public regarding official documents, search for and provide information and copies of official documents; solve routine problems associated with locating records and documents. Validates requests for official documents in conformance with established departmental procedures, policy and applicable laws, codes and regulations. Documents and logs official records. Scans current and archived documents; performs image manipulation as required by the limits of the imaging system. Maintains document storage databases using specialized imaging software applications and equipment. Applies indexing and retrieval terminology according to established parameters. Input data and data elements and verify accuracy of data entry according to procedures. Prepares documents for scanning and microfilming, requires lifting and moving documents from one location to another. Make correct settings and calibrations of equipment to ensure highest possible image quality. Reproduces documents back to original size, utilizing various printer hardware and software. May complete cash transactions with customers for requested documents; prints receipts, and balances a cash drawer each day. Cleans and maintains all imaging and microfilm equipment. Uses a computer to enter various data. May work with confidential documents. May enter related data and develop and manage databases and/or spreadsheet files and report formats. Researches and assembles information from a variety of sources for the completion of forms or the preparation of reports regarding the records process. Organizes, maintains and purges various departmental files; develops indexing systems; photocopies and-microfilms information as required. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses standard office equipment, including a computer and microfilm and microfiche equipment, in the course of the work. May train others in work procedures or direct the work of others on a project or relief basis. Participates in the destruction of documents per department procedure.

#### PROGRAMMER ANALYST:

Gathers and analyzes information regarding customer systems and requirements and develops or modifies automated systems to fulfill these needs. Conducts feasibility studies and develops system, time, equipment and cost requirements. Using computer generated techniques, simulates hardware and software problems, tests and evaluates alternative solutions, and recommends and implements appropriate applications design. Develops program logic and processing steps; codes programs in varied languages. Plans and develops test data to validate new or modified programs; designs input and output forms and documents. Troubleshoots software problems as needed, for customers, other agencies and information systems personnel. Writes program documentation, customer procedures and instructions; assists customer departments and staff in implementing new or modified programs and applications; tracks and evaluates project and systems progress. Writes utility programs to support and validate adopted systems and programs. Confers with user department staff regarding assigned functional program areas. Maintains records and prepares periodic and special reports of work performed. Maintains current knowledge of technology and new computer customer applications. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses

standard office equipment in the course of the work; may drive a personal or County motor vehicle or be able to provide for appropriate transportation between various work sites, depending upon departments and/or projects assigned.

#### SR. PROGRAMMER ANALYST

Provides lead direction, training and work review to a programming project team; organized and assigns work, sets priorities, and follows-up and controls project status to ensure coordination and completion of assigned work. Provides input into selection, evaluation, disciplinary and other personnel matters. Gathers and analyzes information regarding customer systems and requirements and develops or modifies automated systems to fulfill these needs. Conducts feasibility studies and develops system, time, equipment and cost requirements. Using computer generated techniques, simulates hardware and software problems, tests and evaluates alternative solutions, and recommends and implements appropriate applications design. Develops program logic and processing steps; codes programs in varied languages. Plans and develops test data to validate new or modified programs; designs input and output forms and documents. Troubleshoots hardware and software problems, as needed, for customers, other agencies and information systems personnel. Writes program documentation and customer procedures and instructions and assists user departments and staff in implementing new or modified programs and applications; tracks and evaluates project and systems progress. Writes utility programs to support and validate adopted systems and programs. Confers with customer department staff regarding assigned functional program areas. Maintains records and prepares periodic and special reports of work performed. Maintains current knowledge of technology and new computer customer applications. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses standard office equipment in the course of the work; may drive a personal or County motor vehicle or be able to arrange for appropriate transportation in order to travel between various job sites depending upon departments and/or projects assigned.

#### **NETWORK ANALYST:**

Duties include meeting with county and other governmental agencies to determine requirements for new or upgraded networks. Creates project plans for all network projects. Configures and tests procedures and equipment for network projects. Communicates status of projects to management and customers. Researches and evaluates network equipment, estimates costs, and makes recommendations for vendor selection. Conducts facility inspections to ensure adequate environmental needs and controls for network equipment. Creates and maintains logical, physical and protocol maps, electronic and hard copy backups of all equipment configuration parameters, and network documentation standards and procedures. Coordinates network services, technical and maintenance support with outside service providers. Manages the network using automated systems to identify trouble spots and to remotely view and administer routers, servers, and other network equipment. Fields trouble calls from customers that relate to network problems; travels to other locations to install and/or repair equipment and resolve network problems. Trains and coordinates with technical support staff and help desk staff in network troubleshooting procedures. Provides additional level of support in the area of Novell and NT operating systems. Tracks the assignment of TCP/IP networks and individual addresses using certificate system and domain name database. Performs periodic maintenance on production network equipment and software. Consults with departments and provides technical expertise regarding future network requirements. Projects short and long term requirements for the network based on current utilization and trends. Develops strategic plans to leverage emerging network technology to support future county network needs. May drive a

motor vehicle or be capable of arranging for appropriate transportation to and from various work sites and to respond to emergencies.

# Office Aide (For Clark County Government):

Uses photocopy equipment to duplicate, collate and staple printed materials; compiles sets of duplicated materials. Prepares labels and addresses and places materials in envelopes; prepares materials for mailing and/or directly delivers materials as instructed. Files materials and purges files, following established guidelines. Types forms, labels and other documents from prior information or drafts, using a typewriter or word processor; proofreads typed materials for accuracy and correct English usage. Provides basic factual information to the public over the telephone or at a public counter. Compiles information for basic reports, which may require arithmetic calculations. Picks up and delivers materials, parts and supplies, following preestablished guidelines. Maintains basic records of work performed. Uses standard office equipment. Specified positions may be required to drive a personal or County vehicle to pick up and deliver supplies and materials.

#### Office Clerk - I and II (For Clark County Government):

Types correspondence, reports, forms and specialized documents related to the functions of the organizational unit to which assigned from drafts, notes, dictated tapes, or brief instructions, using a typewriter or word processor; may compose standard correspondence from brief instructions. Proofreads and checks typed and other materials for accuracy, completeness. compliance with departmental policies, and correct English usage, including grammar, punctuation, and spelling. Enters, edits and retrieves data and prepares periodic or special reports, using a computer system and following established formats and menus; may perform production computer information entry. Prepares and updates a variety of reports and records which may require the use of arithmetic calculations and consolidating materials from several sources. Acts as receptionist and receives and screens visitors and telephone calls and takes messages; provides factual information regarding County or departmental activities and functions which may require the explanation of rules, policies and/or procedures; may receive. receipt and balance monies. Maintains records and processes forms, such as work orders, purchase requisitions and others specific to the organizational unit; may make arithmetic or standard statistical calculations. Establishes and maintains office files; researches and compiles information from such files; purges files as required. Reviews computer-produced and typed reports for accuracy, research exceptions and makes corrections as required. Operates standard office equipment, including word processors, computers, facsimile equipment and central telephones; may operate microfilm, radio telephone and other departmental-specific equipment after training. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Compiles materials for meetings, prepare agendas and attend such meetings to take summary notes as required. May train and direct the work of temporary staff for special projects or programs. Performs such office support activities as opening and distributing mail, processing outgoing mail, making travel arrangements and preparing purchase requisitions. May be required to operate a motor vehicle to various locations throughout Clark County.

# **Secretary (For Clark County Government):**

Receives and screens visitors and telephone calls, providing factual information which may require the interpretation and application of policies and procedures; takes messages or refers the caller to the proper person. Researches and compiles a variety of informational materials from sources both inside and outside the office to which assigned. Prepares and distributes Board of Commissioner and other committee agenda meeting materials. Opens and sorts mail

and attaches pertinent backup materials; processes outgoing mail as required. Types drafts and a wide variety of finished documents from stenographic notes, brief instructions or printed materials: transcribes dictation from tapes; may use word processing equipment and input or retrieve data or prepare reports using an on-line or personal computer system. Initiates specified correspondence independently for signature by appropriate supervisory or professional staff; reviews finished materials for completeness, accuracy, format, compliance with policies and procedures, and appropriate English usage. Enters, edits and retrieves numeric and statistical data and narrative information into computerized systems; prepares periodic and special reports. Organizes and maintains various departmental files; purges files as requested; may prepare payroll information and maintain unit personnel files. Follows up on projects, transmits information, and keeps informed of unit activities. Schedules and arranges for meetings; arranges for rooms, preparing agendas and summarizing meeting results as required. Organizes own work, sets priorities and meets critical deadlines. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. May provide project direction to office support staff on a project basis; may instruct staff in work procedures and/or review work for format, accuracy and consistency. May provide office administrative and/or secretarial support to outlying County offices.

This position may be utilized by all Clark County divisions. Depending on the division assigned the individual will function in the capacity of a clerical/customer support and responsibilities may vary. Under direct supervision, duties will include, but are not limited to, greeting customers in person and over the phone; extensive use of the computer to handle monetary and registration transactions; able to perform simple arithmetic to accurately make change for customers and keep cash drawer balanced, complete registrations, refunds, and transfers using Recware Safari registration software; assist customers by answering questions, conducting facility tours, and providing accurate information about the facility, Clark County, and the programs offered; ability to operate a copier and perform other typical office duties as assigned by staff members; report facility and customer issues to site supervisor in a timely manner. Knowledge and demonstration of office safety and safety procedures related to work assigned. Candidates must be able to establish and maintain effective working relationships/communications with those contacted in the course of work.

#### **Audio Visual Systems Technician**

This position may be utilized by all Clark County divisions. Depending on the division assigned the individual will function in the capacity of an Audio Visual Systems Technician. Under direct supervisions, duties will include, but are not limited to, designs, installs, tests, documents and basic maintenance of audiovisual equipment; basic troubleshooting and resolves audiovisual equipment problems such as, but not limited to, video cameras, audio/video mixers, remote video, recorders, VCR's, broadcast audio/visual equipment, audio/video routers, or fiber optics equipment. Assists users in determining their audiovisual equipment needs; install and customizes audiovisual equipment and ensures that they are functioning appropriately. Upgrades and modifies audiovisual equipment by installing new vendor releases. Confers with departmental to determine information audiovisual equipment needs; researches vendor audiovisual equipment options; ensures that potential acquisitions coordinate with existing audiovisual equipment. Instructs user department staff in the operation of audiovisual equipment; ensures that there is proper written documentation and instructions for non-technical audiovisual equipment users.

Experience:

Must have a high school diploma, knowledge and experience in using basic computer software, the ability to learn Recware Safari registration software, experience a plus.

## Audio Visual Systems Technician

Selects, installs, maintains and provides user assistance for audiovisual equipment. Coordinates and monitors all audiovisual equipment.

Responsible for day-to-day technical duties associated with audiovisual equipment and production services. Successful performance of the work requires a thorough knowledge of technical audiovisual and production methods and the ability to exercise sound independent judgment and resolve difficult problems within established guidelines.

## **Education and Experience:**

Equivalent to two (2) years of college level course work in video production or a field related to the work and one (1) year of experience in installing and troubleshooting audio/video production equipment.

# EXHIBIT B PRICING

Century Security Event Staffing		
<u>Position</u>	Hourly Rate Charged	
Professional Accountant:	No Bid	
Accounts Payable/General Accounting/Payroll Assistant:	No Bid	
Bartender:	No Bid	
Booksellers/Cashiers	No Bid	
Food Server:	No Bid	
Cashier	No Bid	
Computer Technician:	No Bid	
Concession Cashier:	No Bid	
Concession Runner:	No Bid	
Concession Service Prep (Stand Worker):	No Bid	
Concession Stand Leader:	No Bid	
Construction - Unskilled Labor	No Bid	
Custodial Workers:	No Bid	
DataBase Administrator	No Bid	
Data Entry Clerk:	No Bid	
Dental Office - Front Desk	No Bid	
Dental Office - Back Office	No Bid	
Dentist	No Bid	
Dishwasher:	No Bid	
Executive Assistant	No Bid	
File Clerk:	No Bid	
General Labor:	No Bid	
Kitchen Worker:	No Bid	
Landscapers and Grounds Maintenance	No Bid	
Line Cook:	No Bid	
Loader:	No Bid	
Medical Office Assistant	No Bid	
Mover	No Bid	
Network Engineer	No Bid	
Parking Attendant:	No Bid	
Parking Cashiers:	No Bid	
Pre/Post Clean Up:	No Bid	
Receptionist:	No Bid	
Runners:	No Bid	
Secretary:	No Bid	
Security Staff:	\$17.00	
Special Usher:	No Bid	

Stagehand Specialties (Carpenter):	No Bid
Stagehand Specialties (Lighting Technician):	No Bid
Stagehand Specialties (Audio Technician):	No Bid
Stagehand Specialties (Video Technician):	No Bid
Stagehand Specialties (Spot Light Operator):	No Bid
Stagehand Specialties (Loader):	No Bid
Stagehand Specialties (Wardrobe Assistant):	No Bid
Stagehand Specialties (General Stagehand):	No Bid
Systems Administrator	No Bid
Ticket Taker:	No Bid
Traffic Control:	No Bid
Transcriber:	No Bid
Usher:	No Bid
Word Processor:	No Bid
**Office Assistant I:	No Bid
**Office Assistant II:	No Bid
**Office Specialist:	No Bid
**Records Technician:	No Bid
Programmer Analyst:	No Bid
Sr. Programmer Analyst:	No Bid
Network Analyst:	No Bid
Temporary Pharmacist	No Bid
Temporary Pharmacy Technician	No Bid
**Office Aide	No Bid
**Office Clerk I	No Bid
**Office Clerk II	No Bid
**Secretary (For Clark County Government)	No Bid
**Audio Visual Systems Technician	No Bid

Positions that are utilized by Clark County are preceded by \*\*

#### **Other Positions:**

Position	Hourly Rate Charged
Security Supervisor	\$21.00/hr
Security Staff (holiday)*	\$23.25/hr
Security Supervisor (holiday)*	\$29.00/hr

<sup>\*</sup>Holidays include: New Years Eve, New Years Day, Christmas Eve, Christmas Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day

# **Other Fees**

Contractor will perform a criminal background check for each state where the employee has worked or resided and drug testing as requested at no additional cost. Background checks shall include E-Verify or I-9.

Pricing provided in this Section is inclusive of all costs. UNLV or Requesting Agency will not pay for any undisclosed fees in this Contract.

# EXHIBIT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is entered into and made part of an Underlying Contract between the Board of Regents of the Nevada System of Higher Education, for and on behalf of University of Nevada, Las Vegas (hereinafter "School"), and Century Security Management of Las Vegas Corporation, identified as a "Business Associate" in this Agreement. This Agreement is effective as of \_\_\_\_\_\_\_\_\_\_ ("Effective Date"). This Agreement shall be considered a part of, or an addendum to, the Underlying Contract between the parties dated \_\_\_\_\_\_\_\_\_ and any modifications, renewals, or extensions of the Underlying Contract (the "Contract"). Each of School and Business Associate may be referenced in this Agreement as "Party" and collectively as the "Parties."

## RECITALS

- A. During the course of Business Associate's provision of services to School, under the Contract, Business Associate may have access to certain health information. This health information may constitute Protected Health Information, which is defined in 45 CFR 160.103 ("PHI").
- B. School and Business Associate intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or Subcontractor(s), in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated by the U.S. Department of Health and Human Services (the "HIPAA Rules").
- C. As part of the HIPAA Rules, the Privacy Rule (defined as that part of the HIPAA Regulations in 45 CFR Parts 160 and 164 and any state laws that provide more stringent standards), requires School to obtain written assurances from its Business Associates or Subcontractors that they will appropriately safeguard the PHI to which they have access.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the consideration flowing from the Contract and its continuation, the parties agree as follows:

## **DEFINITIONS**

<u>Underlying Services</u> shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of PHI, the services performed by Business Associate for School pursuant to the Contract.

<u>Underlying Services Contract</u> (referred to as the "Contract") shall mean the written agreement(s) (other than this Agreement) by and between the parties pursuant to which Business Associate has access to, receives, maintains, creates or transmits PHI for or on behalf of School in connection with the provision of services described in that agreement(s) by Business

Associate to School or in performance of Business Associate's obligations under such agreement(s).

<u>HIPAA Rules</u> shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Security Rule shall mean 45 CFR Part 164 Subpart C.

Privacy Rule shall mean 45 CFR Part 164 Subpart E.

<u>Protected Health Information</u> and <u>Unsecured Protected Health Information</u> shall have the same meaning as those terms in the then-current HIPAA Rules, limited to the information created or received by the Business Associate from or on behalf of School.

The following terms used in this Agreement shall have the same meaning as those terms in the then-current HIPAA Rules: Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, and Use.

## 1. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a. Use and Disclosure of PHI. Business Associate shall not use or disclose PHI other than as permitted or required by the Contract, this Agreement, or as Required by Law. Business Associate will comply with School's Notice of Privacy Practices, to the extent a copy has been provided to Business Associate.
- b. **Disclosure to Others.** In accordance with 45 CFR 164.502(e) and 164.308(b) (2), if applicable, to the extent that it is necessary for Business Associate to disclose PHI to a third party, such as an agent or Subcontractor, Business Associate must obtain an agreement with the third party, prior to making any disclosure, that third party will abide by the same restrictions, conditions and requirements in this Agreement. This includes, among other things, obligations to maintain confidentiality, to make certain records available in compliance with the Privacy Rule, and to report disclosures in violation of the Privacy Rule.
- c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards, and comply HIPAA Security Rule (45 CFR Part 164, Subpart C) with respect to electronic PHI, as are necessary to prevent the use or disclosure of PHI, except as permitted by this Agreement.
- d. Reporting of Improper Use or Disclosure. Business Associate shall report to School, in writing, any use or disclosure of PHI not provided for by this Agreement

of which Business Associate becomes aware, including breaches of unsecured PHI as required by 45 CFR Section 164.410, and any Security Incident of which Business Associate becomes aware.

e. Business Associate shall notify School within ten (10) days after Business Associate's discovery of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a breach. Business Associate agrees that such notification will meet the requirements of the HIPAA Breach Notification Rule set forth in 45 CFR 164.410. Business Associate shall provide to School the names and contact information of all individuals whose PHI was or is believed to have been involved, all other information reasonably requested by School to enable School to perform and document a risk assessment in accordance with the HIPAA Breach Notification Rule with respect to the incident to determine whether a breach occurred, and all other information reasonably necessary to provide notice to individuals, the Department of Health and Human Services and/or the media in accordance with the HIPAA Breach Notification Rule.

In the event of any incident that is required to be reported under this Section 1(e), School shall elect in its sole discretion whether School, Business Associate or a third party shall be responsible for conducting an investigation of that incident and providing any required notices as set forth in this Section 1(e). In accordance with this election, and notwithstanding anything to the contrary in this Agreement and without limiting in any way any other remedy available to School at law, equity or contract, including but not limited under **Section 4** (further below) of this Agreement, Business Associate shall (i) conduct, or pay costs of conducting, an investigation of any incident required to be reported under this Section 1(e), (ii) shall reimburse and pay School for all expenses and costs incurred by School that arise form an investigation of any incident required to be reported under this Section 1(e), and (iii) shall provide, and/or pay the costs of providing, the required notices as set forth in this Section 1 (e).

- f. Business Associate shall mitigate any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- g. **Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements, in writing, that apply to the Business Associate with respect to such information.
- h. Access to Protected Information and Amendment. Business Associate shall make PHI in a Designated Record Set available to School as necessary to satisfy School's

obligations under 45 CFR 164.524. Business Associate shall make such information available to School or designated individuals for inspection and copying within fifteen (15) days of a request to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.524. In addition, within fifteen (15) days of receipt of a request from School, Business Associate, or its agents or Subcontractors, shall make such PHI available to School for amendment and incorporate any such amendment to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.526.

- i. Accounting Rights. As necessary to satisfy obligations under 45 CFR 164.528, Business Associate agrees to account for all disclosures of PHI as required by the Privacy Rule and to maintain such records for at least six (6) years. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Within fifteen (15) days of notice by School of a request for an accounting of disclosures of PHI, Business Associate, or its agents or Subcontractors, shall make available to School the information required to provide an accounting of disclosures to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.528.
- j. Business Associate shall notify School in writing within three (3) days after Business Associate's receipt directly from an individual of any request for access to or amendment to PHI, or an accounting of disclosures, as contemplated in the Sections above of this Agreement.
- k. Privacy Rule obligations. To the extent the Business Associate is to carry out one or more of the School's obligation(s) under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the School in the performance of such obligation.
- Inspection by Secretary. To the extent the Business Associate is to carry out one or more of School's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to School in the performance of such obligation(s); and make its internal practices, books and records available to School and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Business Associate's compliance with HIPAA Rules. In connection with any compliance audit by School or its agents, such records shall be made available within fifteen days (15) of a request.

- m. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 45 CFR 164.502(a)(5)(ii), as of September 23, 2013.
- n. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 45 CFR 164.501 and 164.508(a)(3), as of September 23, 2013.
- o. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 CFR 164.514(f), as of September 23, 2013.
- p. Business Associate shall take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or violate provisions of HIPAA that apply to Business Associate.

# 2. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may only use or disclose PHI (1) solely as necessary to provide services set forth in the Contract and in compliance with each applicable requirement of 45 CFR 164.504(e), (2) as Required by Law or (3) as expressly otherwise authorized under this Agreement. Business Associate shall not use or disclose PHI for any other purpose or in any other manner.
- b. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that, as of September 23, 2013, Business Associate shall comply with 45 CFR 164.502(b) and 164.514(d).
- c. Business Associate may, if necessary, use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; <u>provided</u>, that (1) any disclosure is Required by Law or (2) Business Associate obtains reasonable advance written assurances from the person or party to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or party, and the person or party immediately notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

# 3. TERMINATION

a. **Term**. The term of this Agreement shall commence as of Effective Date and shall terminate concurrently with the underlying Contract unless earlier terminated, by mutual written agreement of the parties, or in as authorized in this termination

section.

- b. Material Breach. A breach or violation by Business Associate of any material provision of this Agreement shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract. At School's election, Business Associate may be provided with an opportunity to cure the breach or immediately terminate the Contract if cure is not possible.
- c. Effect of Termination. Upon termination of the Contract for any reason, Business Associate shall, with respect to PHI received from School, or created, maintained or received by Business Associate on behalf of School, shall at the option of School, return or destroy, if feasible, all PHI that Business Associate or its agents or Subcontractors still maintain in any form, within thirty (30) days. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If return or destruction is not feasible, Business Associate shall provide to School written notification of the conditions or reasons that make return or destruction not feasible. Upon determination by School that return or destruction of PHI is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI for as long as Business Associate maintains such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- d. The obligations of Business Associate under this Section 3(c) shall survive the termination of this Agreement and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein,

## 4. **LIABILITY**

Business Associate shall defend, hold harmless and indemnify School against all expenses, liabilities, damages, claims, costs, fines, penalties and losses (including attorneys' and consulting fees) (collectively "Losses") reasonably incurred by School in connection with, related to or arising from (i) the negligent or fraudulent act or omission of Business Associate, its agents, delegates, representatives or Subcontractors; (ii) violation of HIPAA by Business Associate, its agents, delegates, representatives, or Subcontractors, (iii) a breach of this Agreement by Business Associate, its agents, delegates, representatives, or Subcontractors. Upon demand by School, Business Associate shall defend any investigation, claim, litigation or other proceeding brought or threatened against School, at Business Associate's expense, by counsel acceptable to School. Business Associate shall not enter into any settlement without the written consent of School. This Article 4 shall survive expiration or termination of this Agreement for any reason.

#### 5. AMENDMENT

The parties agree to amend this Agreement where necessary to comply with HIPAA and any modifications in the HIPAA Rules pertaining to Business Associates.

#### 6. NO THIRD PARTY BENEFICIARIES

Nothing express or implied in this Agreement is intended to confer any right on any person or entity apart from the parties themselves.

#### 7. INTERPRETATION

The provisions of this Agreement shall prevail over any provisions in the underlying Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

#### 8. **GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Business Associate expressly consents to the jurisdiction of said court.

9. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of Effective Date.

**BUSINESS ASSOCIATE** 

**APPROVED:** 

BY:

Name:

Title:

Marty Stern CFD

OGC 8/28/13 modified 6/23/14

Page 7

# THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)

**APPROVED**:

BY:

Name: Gerry J. Bomott

Title: Senior Vice President for Finance and Business

Please forward to each signatory on the list in the order listed. After all signatures are obtained, return to Purchasing in the special contract envelope it came in. Please keep this cover page with the document at all times. ANY CONTRACT REQUIRING CHANCELLOR'S SIGNATURE MUST BE SENT BACK TO PURCHASING FOR ROUTING. PLEASE ROUTE TO THE NEXT PERSON ON THE LIST UNLESS OTHERWISE INSTRUCTED.

<b>Contract Routing</b>				
Cont	ract Nu	mber		
	7881		1	

Date Routed	Buyer	Funding Source multiple funds - campus wide	
2/14/2018	Kelly Owsley		
Contract Vendor		INITIAL CONTRACT AMOUNT	\$142,500.00
Century Security Ma	nagement	PRIOR AMENDMENTS	\$0.00
Description		PRIOR TOTAL	\$142,500.00
Reference Drop Down Request for Proposal	ADDITIONAL COST OF THIS AMENDMENT	\$142,500.00	
	NEW TOTAL WITH THIS AMENDMENT:	\$285,000.00	
Reference		AMENDMENT COMMENTS	
Contract Category Employment Servi	ces		

THIS ROUTING FORM IS TO AQUIRE SIGNATURES FOR AN AMENDMENT, CHANGE ORDER, OR RENEWAL FOR THE ABOVE CONTRACT NUMBER.

CONTRACTS COUNSEL	2127/18	DEPARTMENTAL DATE
2. VENDOR		STAMPS (OPTIONAL)
3. JEAN VOCK	2/21/2018	
4.		FEB 2 7 REC'D
5.		
6.		_
7.		
8.		

IF BC	X IS CHECKED, DOCUMENTS ARE ATTACHED FROM THE UNLV (	OFFICE OF GENERAL
	SEL TO THE PRESIDENT. DO NOT REMOVE.	

**RETURN TO PURCHASING/ 1033** 



# AMENDMENT NO. 1 TO CONTRACT 7881 TO PROVIDE TEMPORARY STAFFING SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

THIS AMENDMENT NO. 1 TO CONTRACT 7881 ("Contract"), is made effective February 23, 2018 (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, ("UNLV") and Century Security Management of Las Vegas Corporation, a Nevada corporation ("Contractor"), and is based on the following facts:

#### **RECITALS**

On September 12, 2016, UNLV issued its Request for Proposal No. 677-KO (the "RFP") seeking proposals from qualified contractors to provide temporary staffing services.

On November 2, 2016, Contractor submitted a proposal ("Proposal") in response to the RFP.

On February 23, 2017, UNLV and Contractor executed the Contract to provide temporary staffing services and as further described in the Contract (collectively, the "Services").

Based on the foregoing Recitals and for other good and valuable consideration, the parties further agree as follows:

Article I. Term: The first of four (4) one (1) year Renewal Terms is hereby exercised to extend the Contract Term through February 22, 2019, unless otherwise terminated in accordance with the Contract.

All other terms and conditions of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

CENTURY SCEURITY MANAGEMENT OF LAS VEGAS CORPORATION

**APPROVED:** 

- John Sing

Date

Printed Name

Title

(SIGANTURES FOLLOW ON NEXT PAGE-REMAINDER OF PAGE IS BLANK)

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

**APPROVED:** 

BY:

Jean M. Vock, Vice President, Finance and Business/CFO

2/27/2018 Mrs

Version 11.13.18

# UNIV PURCHASING & CONTRACTS

# AMENDMENT NO. 2 TO CONTRACT 7881 TO PROVIDE TEMPORARY STAFFING SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

THIS AMENDMENT NO. 2 TO CONTRACT 7881 ("Contract"), is made effective February 25, 2019 (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, ("UNLV") and Century Security Management of Las Vegas Corporation, a Nevada corporation ("Contractor"), and is based on the following facts:

#### RECITALS

On September 12, 2016, UNLV Issued its Request for Proposal No. 677-KO (the "RFP") seeking proposals from qualified contractors to provide temporary staffing services.

On November 6, 2016, Contractor submitted a proposal ("Proposal") in response to the RFP.

On February 23, 2017, UNLV and Contractor executed the Contract to provide temporary staffing services as further described in the Contract (collectively, the "Services").

On February 23, 016, UNLV and Contractor executed Amendment No. 1 to extend the Contract Term through February 22, 2019.

Based on the foregoing Recitals and for other good and valuable consideration, the parties further agree as follows:

Article I. Term: The second of four (4) one (1) year renewal options is hereby exercised to extend the Contract Term through February 22, 2020, unless otherwise terminated in accordance with the Contract.

All other terms and conditions of the Contract shall remain the same,

(SIGNATURES FOLLOW ON NEXT PAGE-REMAINDER OF PAGE IS BLANK)

Page 1 of 2

#### Contract No. 7881, Amendment No 2

APPROVED:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

CENTURY SECURITY MANAGEMENT OF LAS VEGAS CORPORATION

By: Marty Str.	1/25/19
Marty Str.	Date
Printed Name Title	
THE BOARD OF REGENTS OF THE NEVADA SYON BEHALF OF THE UNIVERSITY OF NEVADA, LA	
RECOMMENDED:	
BY: ONOUS	1/30/2019
Jean M. Vock, Senior Vice President, Business Affairs	
By M. Meana	2/7/19
Marta Means, President	Date

<

APPROVED AS TO LEGAL FORM:

Elda Luna Sidhu, General Counsel

2/6/19

Date

APPROVED:

BY: 2-14-19

Thom Reilly, Chancellor Date

Page 2 of 2