

**INTERLOCAL AGREEMENT
BETWEEN**

**THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT,
THE CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT, WASHOE
COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFFS DEPARTMENT, AND THE
STATE OF NEVADA DEPARTMENT OF PUBLIC SAFETY, PAROLE AND PROBATION
DIVISION TO ESTABLISH A REGIONAL
REPEAT OFFENDER PROGRAM**

This Agreement is made and entered into this by and between the City of Reno on behalf of the Reno Police Department (hereinafter "RPD"), the City of Sparks on behalf of the Sparks Police Department (hereinafter "SPD"), the Washoe County Board of County Commissioners on behalf of the Washoe County Sheriff's Department (hereinafter "WCSO") and the State of Nevada, Department of Public Safety, Parole and Probation Division (hereinafter "DPS"). This Agreement supersedes the previous Agreement executed by RPD and SPD in April, 2009, and becomes effective when fully executed by all Parties.

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 (1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, RPD, SPD, WCSO and DPS wish to maximize coordination and cooperation in an attempt to impact the criminal activity of repeat criminal offenders in the unincorporated areas of Washoe County, the City of Reno and the City of Sparks; and

WHEREAS, the Parties agree that the most efficient means of maximizing coordination and cooperation is to assign personnel to work together in a joint office environment; and

WHEREAS, the Parties wish to join together and assign personnel to the Repeat Offender Program; and

WHEREAS, the Parties wish to formalize this cooperative effort in an Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows;

1. The Repeat Offender Program will consist of 9 members employed by the Parties. RPD will provide no more than 3 members, SPD will provide no more than 2 members, WCSO will provide no more than 2 members and DPS will provide no more than 2 members. However, the actual numbers

may be adjusted up or down depending on the actual need as established through experience in operating the program. The Parties shall also provide the Repeat Offender Program with the support staff necessary to operate the program. The support staff shall not be counted in the above numbers and will be provided to the program based upon agreement of the Parties. In no event shall one party bill another party or parties for the cost associated with support staff, office space, office equipment or office supplies.

2. This Agreement is for one year from the date it is fully executed by all Parties and will, by its terms, renew annually. It may be terminated by mutual consent of all the Parties or unilaterally by any Party with or without cause upon thirty (30) days written notice to the other Parties. The remaining Parties may continue the Agreement subject to such modification that may be necessary to redistribute the obligations and responsibilities of the Agreement. The Parties expressly agree that this Agreement shall be terminated immediately if any Party's funding ability supporting this Agreement is withdrawn, limited, or impaired. If this occurs, the affected Party shall immediately notify the other Parties in writing. The remaining Parties may continue the Agreement subject to such modification that may be necessary to redistribute the obligations and responsibilities of the Agreement.

The Parties shall strive to review this Agreement annually to determine whether to make a recommendation for modifications to the governing bodies of the Parties. If the Parties do not have the opportunity to review the Agreement annually, this Agreement shall remain in force and effect until it is amended or modified pursuant to Section 3 or Section 18 or is terminated pursuant to this Section.

3. This Agreement may be amended by written agreement to add additional parties at any time. The parties shall prepare and sign an Addendum or other necessary document to add additional parties to the Agreement.

4. The Repeat Offender Program may, from time to time, apply for grant funds to support its activities. Any grant funds awarded to the Unit will be administered by the City of Reno.

5. Each Party is responsible for providing the necessary equipment for its own personnel.

6. All other operational expenses of the Repeat Offender Program will be shared equally by the Parties.

7. The operations of the Repeat Offender Program will be supervised and directed by SPD in accordance with existing procedures and command structure. The ROP Supervisor will provide functional supervision for personnel assigned to the Unit and will provide liaison as required to each party regularly employing officers assigned to the Repeat Offender Program. The overall goal in

governing the Repeat Offender Program shall be to establish operational, executive, and management structures that will provide the opportunity for all Parties to actively participate in the ongoing administration and management throughout the term of this Agreement. The supervising Party may be changed at any time based upon a majority vote of all Parties with each Party having one (1) vote.

The Repeat Offender Program will be located in the Reno Police Department. This location may be changed at any time based upon a majority vote of all Parties with each Party having one (1) vote.

8. Each party will provide vehicles for its personnel assigned to the Repeat Offender Program. To the extent possible, agency vehicles will be driven by officers employed by that agency.

9. The party regularly employing officers assigned to the Repeat Offender Program shall be responsible for all expenses for its personnel, including but not necessarily limited to all wages and disability payments, pension payments, training expenses, and payments for damage to equipment and clothing and any other individual expenses. No party has any obligation to reimburse another party for any such expenses.

10. Each party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. RPD, SPD, WCSO and DPS shall be deemed joint employers of all the Repeat Offender Unit employees for the purpose of immunity from liability under Nevada workers' compensation laws.

Repeat Offender Program employees are barred by NRS 616A.020 from suing any of the joint employers for on-the-job injuries.

The parties each agree that they will not subrogate against one another for workers' compensation claims for injuries to employees that may have been caused by another party's employee.

11. Personnel assigned to the Repeat Offender Program shall remain employees of their respective agencies and are responsible to adhering to the policies, procedures and general orders of their respective agencies, until and unless policies, procedures, and/or general orders specific to the Repeat Offender Program have been promulgated. In the event of a conflict between policies, procedures, and general orders, those of the employing agency will govern until the parties can meet to discuss and resolve the issue.

12. The parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from any intentional, reckless or negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.

In the event that a liability claim is filed against the Repeat Offender Program or any participating agency as a result of the Unit's activities, there shall be a meeting between the risk managers for each Party to discuss how best to address the claim. In the event that a lawsuit is filed against the Repeat Offender Program or any participating agency arising from the Unit's activities, there shall be a meeting between the risk managers and the attorneys representing the Parties to discuss how best to defend or settle the lawsuit.

13. Claims for damage to property in an amount less than five thousand dollars (\$5,000.00) caused by the officers of the Repeat Offender Program shall be evaluated and paid, if warranted, by the Party in whose jurisdiction the damage occurred. In the event that the Party in whose jurisdiction the claim occurred elects to deny any claim or if the claim exceeds five thousand dollars (\$5,000.00), there shall be a meeting between the risk managers for each party to discuss how best to address the claim. Claims against the DPS and its employees, agents and immune contractors for any liability or loss will be handled through the State tort claims process including the requirement that a claimant submit a claim in writing, on the authorized form, to the Office of the Attorney General, Tort Claims Administrator. Evaluation and payment of claims will be handled according to the law, policies and processes for reviewing such tort claims.

14. The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

15. Property purchased by any Party hereto for the use of the Repeat Offender Program remains the property of that Party and may be withdrawn from use at any time upon thirty (30) days written notice to the other Parties.

Property purchased with grant funds awarded to the Repeat Offender Program will remain the property of the Repeat Offender Program. Upon dissolution, the property will revert to the Reno Police Department, unless the property was specifically purchased for the use of another agency team member. In that case, the property will revert to that agency.

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

17. This Agreement contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 18.

18. This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing.

19. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other parties and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agencies or any other party.

20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent such information is confidential and/or privileged by law or otherwise required by this Agreement.

21. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

22. The parties will not waive and intend to assert available NRS Chapter 41 liability limitation in all cases. Agreement liability of all parties shall not be subject to punitive damages. Actual damages for any parties breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

23. The parties agree that the signatory of this Agreement has the authority to bind that agency.

CITY OF RENO

CITY OF SPARKS

BY: _____
Hillary Schieve, Mayor

BY: _____
Geno Martini, Mayor

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

BY: _____
Chester H. Adams, City Attorney

**WASHOE COUNTY BOARD
OF COUNTY COMMISSIONERS**

**STATE OF NEVADA DEPARTMENT
SAFETY, PAROLE AND PROBATION**

BY: _____
Kitty Jung, Chairperson

BY: _____

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
Washoe County Clerk

BY: _____
Natalie Wood, Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Deputy District Attorney

BY: _____
Michael D. Jensen, Senior Deputy Attorney
General