

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENO ON BEHALF OF THE
RENO POLICE DEPARTMENT, WASHOE COUNTY ON BEHALF OF THE
WASHOE COUNTY SHERIFF AND THE DISTRICT ATTORNEY, AND THE CITY OF
SPARKS ON BEHALF OF THE SPARKS POLICE DEPARTMENT TO MAINTAIN A
REGIONAL
SEX OFFENDER NOTIFICATION UNIT

This Agreement is made and entered into this ____ day of _____, 2014 by and between the City of Reno on behalf of the Reno Police Department (hereinafter "RPD"), Washoe County on behalf of the Washoe County Sheriff and the District Attorney (hereinafter "WCSO" and "DA"), and the City of Sparks on behalf of the Sparks Police Department (hereinafter "SPD"). At all times the parties may be referred to as "Agency" or "Agencies".

WHEREAS, pursuant to NRS 277.180, Interlocal Agreements may be entered into to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform.

WHEREAS, there is a need for coordination and cooperation in law enforcement in the tracking, monitoring, investigation, public notification and prosecution of sex offenders; and

WHEREAS, the Agencies to the Agreement believe that tracking, monitoring, investigation, public notification, and prosecution of such cases can most effectively be accomplished through the operation of a Regional Sex Offender Notification Unit; and

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

WHEREAS, the Agencies agree that this Agreement is most efficiently utilized by allowing the Agreement to continue in full force and effect even if one Agency removes itself from the Agreement. The Agreement shall continue as to all remaining Agencies or any Agencies added at a later time by Addendum as long as a minimum of two (2) Agencies continue with the terms of the Agreement.

NOW THEREFORE, based upon the above recitals which are incorporated by this reference, the Agencies agree as follows:

1. This Agreement is for one year from the date of this Agreement and will, by its terms, renew annually unless cancelled by mutual agreement, in writing, between the Agencies. Any Agency may terminate its participation in this Agreement with ninety (90) days written notice to the remaining Agencies.

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

3. If an Agency or Agencies decide to terminate their participation in this Agreement, this Agreement shall remain in full force and effect as to all remaining Agencies as long as there are a minimum of two (2) Agencies remaining.

4. The Agencies hereby establish an Advisory Board which will meet bi-annually for the purpose of direction and evaluating the activities of the Regional Sex Offender Notification Unit. The overall goal in governing the Regional Sex Offender Notification Unit shall be to establish operational, executive and management structures that will provide the opportunity for all Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.

5. The Advisory Board will consist of the Chiefs of the Reno Police Department and Sparks Police Department as well as the Washoe County Sheriff.

6. The Advisory Board shall:

- a. Meet bi-annually unless otherwise scheduled by the Board;
- b. Review all the rules and regulations necessary for the operation of the Regional Sex Offender Notification Unit;
- c. Modify existing rules, regulations and formulate new ones as deemed necessary by the Board;
- d. Analyze and evaluate whether it is in the best interest of the current Agencies to add another Agency to the Agreement; and
- e. Perform all other acts necessary, proper and convenient to accomplish the purpose of this Agreement.

7. The Agencies agree to assign personnel to the Regional Sex Offender Notification Unit as follows:

- a. RPD will assign one (1) detective.
- b. WCSO will assign one (1) detective and one (1) office assistant; and
- c. SPD will assign one (1) detective and one supervisor
- d. DA will assigne (1) deputy district attorney to assist with forfeiture.

8. The Regional Sex Offender Notification Unit will be housed at the Sparks Police Department.

9. The Regional Sex Offender Notification Unity may, from time to time, apply for grant funds to support its activities. Any grant funds awarded to the Regional Sex Offender Notification Unit will be administered by the City of Sparks.

10. All forfeitures of property and cash will be processed by the Washoe County District Attorney's Office and proceeds distributed to the Agencies in accordance with the following formula; forfeiture expenses incurred by the Washoe County District Attorney's office, excluding personnel and overhead costs, will be paid from gross forfeiture proceeds. Net forfeiture proceeds will be distributed by the District Attorney's

office, and it will receive 10% of net proceeds. The remaining 90% of net proceeds will be allocated to the Agencies based upon the number of personnel assigned full time to the Regional Sex Offender Notification Unit.

11. The operations of the Regional Sex Offender Notification Unit will be supervised and directed by SPD in accordance with applicable procedures and command structure. The SPD support services sergeant will provide functional supervision of personnel assigned to the Regional Sex Offender Notification Unit and will provide liaison as required to each Agency regularly employing officers assigned to the Regional Sex Offender Notification Unit.

12. Each Agency is responsible for providing the necessary equipment for its own personnel.

13. Each Agency will provide vehicles for its personnel assigned to the Regional Sex Offender Notification Unit. To the extent possible, Agency vehicles will be driven by officers employed by that Agency.

14. The Agency regularly employing officers assigned to the Regional Sex Offender Notification Unit 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 Agency has any obligation to reimburse another Agency for any such expenses.

15. Each Agency shall be responsible for providing complete worker's compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. The Reno Police Department, the Washoe County Sheriff's Office and the Sparks Police Department shall be deemed joint employers of all the Regional Sex Offender Notification Unit employees for the purpose of immunity from liability under Nevada workers' compensation laws.

Regional Sex Offender Notification Unity employees are barred by NRS 616A.020 from suing any of the joint employers for on-the-job injuries. The Agencies 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 Agency's employee.

16. Personnel assigned to the Regional Sex Offender Notification Unit 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 Regional Sex Offender Notification Unit have been promulgated. In the event of a conflict between policies, procedures, and general orders, those of the Sparks Police Department will govern until the Agencies can meet to discuss and resolve the issue.

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17. The Agencies agree that each Agency will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost of judgment made against that Agency arising from any intentional, reckless or negligent act or negligent failure to act by any of the Agency'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 Regional Sex Offender Notification Unit or any participating Agency as a result of the Regional Sex Offender Notification Unit's activities, there shall be a meeting between the risk managers for each Agency to discuss how best to address the claim. In the event that a lawsuit is filed against the Regional Sex Offender Notification Unit or any participating Agency arising from the Regional Sex Offender Notification Unit's activities, there shall be a meeting between the risk managers and the attorneys representing the Agencies to discuss how best to resolve the lawsuit. The Agencies will not waive and intend assert all available defenses available under Nevada Revised Statutes Chapter 41 and applicable case law.

18. The Agencies 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.

19. Property purchased by any Agency hereto for the use of the Regional Sex Offender Notification Unit will remain the property of that Agency and may be withdrawn from use at any time upon thirty (30) days written notice from the purchasing Agency to the other Agencies.

20. Property purchased with grant funds award to the Regional Sex Offender Notification Unit will remain the property of the Regional Sex Offender Notification Unit. Upon dissolution, the property will revert to the Sparks 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.

21. 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.

22. This Agreement contains all commitments and agreements of the Agencies, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

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23. The Agencies agree that the signatory of this Agreement has the authority to bind that Agency.

24. This Agreement supersedes all previous agreements between the Agencies that established or maintained the Regional Sex Offender Notification Unit.

CITY OF RENO

BY: _____ **DATE:** _____
Robert A. Cashell Sr, Mayor

ATTEST BY: _____
City Clerk

APPROVED AS TO FORM: _____
Deputy City Attorney

CITY OF SPARKS

BY: _____ **DATE:** _____
Geno Martini, Mayor

ATTEST BY: _____
Teresa Gardner, City Clerk

APPROVED AS TO FORM: _____
Chester H. Adams

WASHOE COUNTY, by and through its Board of County Commissioners

BY: _____ **DATE:** _____
David Humke, Chairman

ATTEST BY: _____
County Clerk

APPROVED AS TO FORM: _____
Deputy District Attorney