

INTERLOCAL AGREEMENT
OIS Hospital Guard Duty

This agreement ("Agreement") is made and entered into on the last date of governmental approval reflected herein, by and between the County of Washoe ("County"), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office ("WCSO"), and the City of Sparks, a municipal corporation ("Sparks"), on behalf of the Sparks Police Department, ("SPD").

WHEREAS, WCSO Detention Response Team ("DRT") performs guard duties of subjects who are hospitalized after an Officer Involved Shooting ("OIS") on a requested basis; and

WHEREAS, WCSO DRT are trained and equipped to guard high risk subjects and do so on a regular basis; and

WHEREAS, WCSO DRT guard duty instituted by SPD or WCSO can be done in order to eliminate a conflict of interest to the agency involved, by utilizing a noninvolved entity in DRT; and

WHEREAS, the parties desire that WCSO DRT perform guard duty for SPD or WCSO; and

WHEREAS, SPD agrees to compensate WCSO for the arrangement of guard duty performed by WCSO DRT on OIS hospitalized subjects,

NOW, THEREFORE, the parties agree as follows:

Statutory Authority. Nevada Revised Statutes 277.080 through 277.180 authorize any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform and authorizes the sharing of resources between public agencies.

1. General Agreement. To the extent funds reimbursed from the SPD and at the request of SPD, WCSO shall arrange for DRT to perform guard duty on hospitalized OIS subjects.

2. Administration Fee. DRT guard duty requested by SPD will not be charged an administration fee.

(1) Hourly wage will be actual cost per hour, per deputy/officer. The number of deputies/officers required for said guard duty will be determined based of the WCSO Inmate Management Unit matrix and threat level of the subject being guarded.

3. Compensation; Reimbursement. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to **SPD** reflecting **all amounts** paid to those employees as salary earned during the provision of such law enforcement services. **SPD** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

4. Agreement Does Not Limit Authority of SPD or RPD. Nothing in this Agreement negates or limits the authority of SPD to arrange and/or perform any guard duty using its own personnel or persons from any law enforcement agency other than the WCSO.

5. Termination. The terms of this Agreement are expressly provided to have a perpetual duration. However, this Agreement may be terminated by mutual consent of both parties or by one party serving the other party with written notice of termination in a manner described in paragraph nine (9).

6. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

7. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

8. Construction. The Parties and their professional advisers have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any Party as a drafting party.

9. Notices. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All notices shall be deemed received upon actual receipt. Notices shall be directed to the Sheriff of Washoe County and/or the Sparks Police Chief and/or the Reno Police Chief at their respective business addresses.

10. Individual Liability of Participating Agencies.

A. Each participating agency agrees that it will be responsible to the extent required by law for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that agency arising from any act or failure to act by that agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. If either agency is sued in law or equity or suffers any claim, demand, cost or judgment arising from the act or failure to act by employees, agents or servants of the other agency, the agency whose employees agents or servants acted or failed to act shall indemnify

and defend the other agency. Each agency will assert the defense of sovereign immunity as each agency's counsel deems appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41.

B. Each participating agency shall be solely responsible for the following costs, expenses and liabilities related to its employees, agents or servants:

1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance (Worker's Compensation coverage)
 3. Participation in any group insurance plans available to employees
 4. Contribution to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies.
- Any other cost, expense or liability related to wages, benefits or other compensation to its employees, agents or servants.

11. Independent Public Agencies. 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 party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, 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 to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency to any other party.

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on this _____ day of 2020.

CITY OF SPARKS

COUNTY OF WASHOE

Ed Lawson, Mayor, City of Sparks

Chair, Board of County Commissioners

ATTEST:

ATTEST:

Sparks City Clerk

Washoe County Clerk

Approved as to form:

Approved as to form:

Sparks City Attorney

Washoe County District Attorney