

## **HIDTA ANALYST POSITION FOR NORTHERN NEVADA REGION**

This Memorandum of Understanding (MOU) is entered into by the High Intensity Drug Trafficking Area (HIDTA) Task Force of Nevada, Washoe County Sheriff's Office (WCSO) in order to support and fulfill the information and intelligence gathering requirements set forth by the Northern Nevada Interdiction Task Force (NNITF) Memorandum of Understanding. This MOU is an inter-local agreement authorized pursuant to NRS 277.180.

1. In accordance with section 1 (one) of the NNIIU MOU regarding information and intelligence gathering a Nevada HIDTA Intelligence Analyst contract position for Northern Nevada has been established by HIDTA. Placement of the position will be in the Northern Nevada Regional Intelligence Center (NNRIC), under the Washoe County Sheriff's Office (WCSO).
  2. Secret Level Security Clearance via the Department of Homeland Security (DHS) is sponsored for the Nevada HIDTA Intelligence Analyst contract position via HIDTA.
  3. WCSO will act as the sponsoring law enforcement agency for the Washoe County Non-Disclosure Agreement (NDA) allowing access to Washoe County network and computer infrastructure that the NNRIC assigned Nevada HIDTA Intelligence Analyst must sign. This NDA is to be included with this MOU.
  4. Whereas the Nevada HIDTA Intelligence Analyst position administratively reports to WCSO/NNRIC and RPD, the position is fully funded by and belongs to HIDTA. As such, HIDTA shall be responsible for providing complete worker's compensation coverage in accordance with all state and federal laws. Further, HIDTA shall be responsible for all expenses associated with the position including but not limited to all wages, benefits, and disability payments, all PERS (or similarly required) pension payments, travel expenses or other reimbursements, training expenses, payments for damages caused by the employee, section 7 items, and other individual expenses. No other partner in this agreement has any obligation to reimburse any other partner for any such expenses.
  5. The parties agree to the extent allowed by law pursuant to Nevada Revised Statute chapter 41, to hold harmless, indemnify, and defend each other from any and all losses, liabilities, or expenses of any nature to the person or property of another to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors, or omissions on the part of the employees, agents, or servants of the others.
  6. The position will utilize the full capacity of NNRIC to meet the regional goals set forth by the NNITF MOU. The WCSO will act as the backing/sponsoring law enforcement agency
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for access to all required intelligence, information, and data sharing systems. Placement in NNRIC allows the WCSO to act as the backing/sponsoring law enforcement agency for all access to NNRIC information and intelligence including agencies that have MOUs in place with NNRIC. HIDTA assumes all liability for the analyst's compliance and behavior via these WCSO backed accesses. The HIDTA analyst will comply with the security standards, required training and legal requirements of accessing each system backed by WCSO as the acting sponsoring law enforcement agency including but not limited to Criminal Justice Information Services (CJIS) security policy and 28 CFR part 23.

7. The WCSO/NNRIC will provide the following services: all necessary hardware, software, communication connectivity, network connectivity, in house technical support and any additional assets required to facilitate the information and intelligence gathering requirements of the NNITF MOU. HIDTA will reimburse WCSO/NNRIC for these services as outlined in section 4.
  8. WCSO/NNRIC will shall maintain on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles in order to facilitate reimbursement from HIDTA of all services provided.
  9. Each party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.
  10. This MOU is effective upon signature by each Party
  11. This MOU may be terminated upon 30 days' notice by any Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination shall be done in writing.
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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year written below.

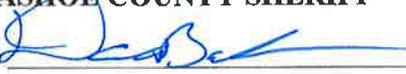
**WASHOE COUNTY  
BOARD OF COMMISSIONERS**

By \_\_\_\_\_  
Chair, County Commission                      Date

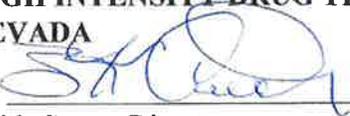
**ATTEST:**

\_\_\_\_\_  
Washoe County Clerk

**WASHOE COUNTY SHERIFF**

By   
Darin Balaam, Sheriff                      Date

**HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE OF  
NEVADA**

By  6/5/2009  
Keith Carter, Director                      Date