

INTERLOCAL AGREEMENT

This Agreement, made and entered into on July 27, 2026 (the "Effective Date"), between the Washoe County Sheriff's Office ("WCSO"), the Reno Police Department ("RPD"), and the Sparks Police Department ("SPD"), by and through their respective governing bodies enter into this Agreement, mutually agree as follows:

A. WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to obtain a service from another public agency; and

B. WHEREAS, NRS 277.180 authorizes 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 agreement is authorized by law to perform and refers to such as an interlocal contract referred herein as an agreement; and

C. WHEREAS, the parties desire to share the costs of a Work Crew Leader to manage, organize, and assign teams to clean up sites throughout Washoe County, the City of Reno, and the City of Sparks.

D. WHEREAS, the Work Crew Leader will benefit each party and allow better organization and coordination to address sites that have been used for homeless living across multiple jurisdictions.

1. COST AND CONSIDERATION. The total cost for a Work Crew Leader is \$178,140.38 for fiscal year 2026-2027. The Work Crew Leader shall be an employee of Washoe County. The parties will equally contribute to the cost. Each party shall pay \$59,380.13 toward the total cost. The amount shall be paid in four installments of \$14,845.04, paid on a quarterly basis. The first payment is due 3 months after the date the Agreement is signed. If the parties renew this Agreement, the total cost for the Work Crew Leader will adjust to reflect salary increases, including cost-of-living adjustments and merit increases, as required by the applicable collective bargaining agreement. On or before January 31 preceding the next fiscal year, Washoe County will provide each other party written notice of the projected increase for budgeting purposes.

2. In anticipation of renewal, Washoe County will provide the other parties with the projected increase by January 31st so parties can budget accordingly should they choose to renew for the next fiscal year.

3. TERM. The term for this agreement shall be one year. The Agreement may be renewed if all parties agree.

4. TERMINATION. This Agreement may be terminated should a party breach this Agreement. Parties will have 30 days after the due date set forth in section 1 to make an installment payment before it is considered late. A party will be considered in breach of this Agreement if an installment payment is more than 30 days outstanding and the Work Crew Leader's services may be ceased in that party's jurisdiction. Any party may terminate its participation in this Agreement by giving 30-day notice to the other parties.

In the event of early termination, the terminating party must pay the next payment installment due prior to being released from this Agreement.

5. SCOPE OF WORK. The Work Crew Leader shall coordinate with three Homeless Outreach Proactive Engagement (HOPE) Teams to clean up sites identified in each jurisdiction. One HOPE team shall be assigned to each jurisdiction for site clean up. Teams may work outside of their primary jurisdiction if there are not any sites identified for cleaning. The Work Crew Leader will then assign teams to address sites requested by citizens.

6. NOTICE. Each party shall provide a contact within their agency for communications with the Work Crew Leader and communications regarding this Agreement.

7. INSPECTION & AUDIT

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

8. BREACH - REMEDIES. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

9. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of all parties shall not be subject to punitive damages. Actual damages for any 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.

10. FORCE MAJEURE. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. INDEMNIFICATION. No party waives any right or defense to indemnification that may exist in law or equity.

12. 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 constructed 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 or any other party.

13. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. ASSIGNMENT. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

16. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is

intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of both parties, except those protected by attorney-client privilege.

17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

19. FEDERAL FUNDING. In the event, federal funds are used for payment of all or part of this Agreement, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

a. The parties certify, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

c. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

d. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

21. GOVERNING LAW - JURISDICTION. 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 exclusive jurisdiction of and venue in Washoe County, Nevada for enforcement of this Agreement.

22. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such Attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date above.

Dated: _____

**BOARD OF COMMISSIONERS, WASHOE
COUNTY, NEVADA**

By: _____
CHAIRPERSON

ATTEST:

APPROVED AS TO FORM:

By: _____
WASHOE COUNTY CLERK

By: _____
DISTRICT ATTORNEY'S OFFICE

Dated: _____

CITY COUNCIL OF RENO, NEVADA

By: 
MAYOR



By: 
RENO CITY CLERK

APPROVED AS TO FORM:
By: 
CITY ATTORNEY'S OFFICE

CITY COUNCIL OF SPARKS, NEVADA

Dated: 7/28/2026

By: Ed Lawson
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: 
SPARKS CITY CLERK



By: Wes Duncan
CITY ATTORNEY'S OFFICE