

3-25-09
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B-2248

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF RENO ON BEHALF OF THE RENO POLICE DEPARTMENT, WASHOE
COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE, CITY OF
SPARKS ON BEHALF OF THE SPARKS POLICE DEPARTMENT, AND THE
WASHOE COUNTY SCHOOL DISTRICT
TO ESTABLISH A
REGIONAL GANG UNIT**

This Agreement is made and entered into this 13th day of April, 2009 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's Office (hereinafter "WCSO"), City of Sparks on behalf of the Sparks Police Department (hereinafter "SPD"), and the Washoe County School District (hereinafter "WCSD"), political subdivisions of the State of Nevada.

WHEREAS, there is a need for coordination and cooperation in law enforcement in the suppression, investigation and prosecution of crimes committed by gangs; and

WHEREAS, the parties to this Agreement believe that the suppression, investigation and prosecution of such cases can most effectively be accomplished through the operation of a regional gang unit; 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 and field environment;

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

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

1. The parties hereby create a regional law enforcement unit to address crimes committed by gangs.
2. 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 parties. Any

party may terminate its participation in this Agreement by providing ninety (90) days written notice to the remaining parties.

3. This Agreement may be amended by written agreement among the parties 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. If a party or parties decide to terminate their participation in this Agreement, this Agreement shall remain in full force and effect as to all remaining parties as long as there are a minimum of two (2) parties remaining.

5.. The Parties hereby establish an Advisory Board which will meet bi-annually for the purpose of direction and evaluating the activities of the Unit. The overall goal in governing the Regional Gang Unit 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.

6. The Advisory Board will consist of the Chiefs of the Reno Police Department, Sparks Police Department, the Washoe County School District Police Department, and the Sheriff of Washoe County.

7. 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 Gang Unit;
- c. Establish, review and determine the method of re-evaluation of the distribution formula among the remaining parties if a party joins or leaves this Agreement for the remaining proceeds of assets forfeited as a result of the Regional Gang Unit investigations;
- d. Establish a method of payment of actual forfeiture expenses for the remaining proceeds of assets forfeited as a result of the Regional Gang Units investigations and adjust according to participating parties as necessary;
- e. Modify existing rules, regulations and formulae from time to time as deemed necessary by the Board;

- f. Analyze and evaluate whether it is in the best interest of the current parties to add another party to the Agreement; and
 - g. Perform all other acts necessary, proper and convenient to accomplish the purposes of this Agreement.
- 8. The parties agree to assign personnel to the Regional Gang Unit as follows:
 - a. RPD will assign ten (10) officers, two (2) detectives, two (2) sergeants, and one (1) lieutenant;
 - b. SPD will assign two (2) officers;
 - d. WCSD will assign two (2) officers; and
 - e. WCSO will assign one (1) officer
- 9. The Regional Gang Unit will be housed at the Reno Police Department.
- 10. The Regional Gang Unit 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, with any required matching funds jointly shared by the Parties in amounts determined by the Advisory Board.
- 11. All forfeitures of property and cash will be allocated to the parties based upon the number of personnel assigned full time to the Unit. Recalculation of the percentages will occur within thirty (30) days of a change in the number of parties to the Agreement. Initially, all forfeitures of property and cash will be processed by the Washoe County District Attorney's Office and the proceeds distributed to the Parties 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 allocated to the parties based upon the number of personnel assigned full time to the Unit.
- 12. Each party will provide vehicles for its personnel assigned to the Regional Gang Unit.
- 13. To the extent possible, agency vehicles will be driven by officers employed by that agency.
- 14. The party regularly employing officers assigned to the Regional Gang 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 party has any obligation to reimburse another party for any such expenses.

15. 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. The Reno Police Department, the Washoe County Sheriff's Office, the Sparks Police Department, and the Washoe County School District shall be deemed joint employers of all the Regional Gang Unit employees for the purpose of immunity from liability under Nevada workers' compensation laws. Regional Gang Unit 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.

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

17. The operations of the Regional Gang Unit will be supervised and directed by RPD in accordance with existing procedures and command structure. RPD will determine response and response levels on all situations involving the Regional Gang Unit and will assign a Lieutenant to fulfill those duties

18. Should an act or omission on the part of a member of the Regional Gang Unit result in the need for a performance and/or disciplinary proceedings against that member, the employing party shall take whatever action is warranted.

19. Claims for damage to property in an amount less than five thousand dollars (\$5,000.00) caused by the officers of the Regional Gang Unit 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.

In the event that a liability claim is filed against the Regional Gang Unit 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 Regional Gang Unit 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.

20. 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.

21. 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.

22. Property purchased by any Party hereto for the use of the Regional Gang Unit 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.

23. Property purchased with grant funds awarded to the Unit will remain the property of the Unit until and unless the Regional Gang Unit is dissolved. 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.

24. 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.

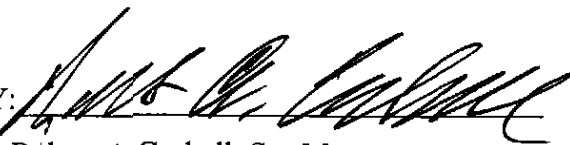
25. This Agreement contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 26.

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

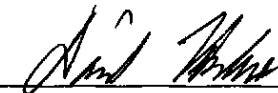
27. The parties agree that the signatory of this Agreement has the authority to bind that agency.

CITY OF RENO

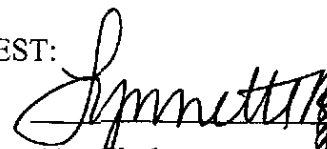
**WASHOE COUNTY, by and through its
Board of County Commissioners**

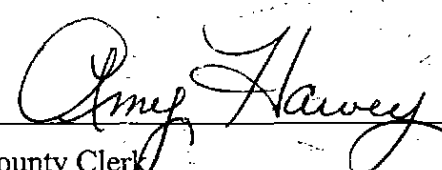
BY: 
Robert A. Cashell, Sr., Mayor

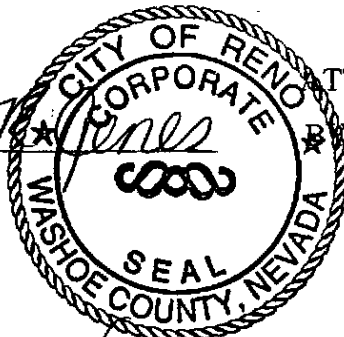
DATE: 4-20-09

BY: 
David Humke, Chairman

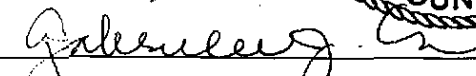
DATE: Oct. 27, 2009

ATTEST:
BY: 
City Clerk

ATTEST:
BY: 
County Clerk



APPROVED AS TO FORM:

BY: 
Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF SPARKS

BY: Geno R. Martini
Geno Martini, Mayor

DATE: _____

ATTEST:

Yvonne K. Patterson
City Clerk



APPROVED AS TO FORM:

Chester H. Adams, City Attorney

Thomas J. Adams
By: Assistant City Attorney

WASHOE COUNTY SCHOOL DISTRICT

BY: Heath Morrison
Heath Morrison, Superintendent

DATE: 11/9/10