

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY**

**ON BEHALF OF THE**

**WASHOE COUNTY SHERIFF'S OFFICE**

**AND**

**THE CITY OF RENO**

**ON BEHALF OF THE**

**RENO POLICE DEPARTMENT**

This Agreement is executed and entered this 1st day of July, 2021, by and between Washoe County, on behalf of the Washoe County Sheriff's Office ("WCSO"), and the City of Reno, on behalf of the Reno Police Department ("RPD").

WCSO and RPD are authorized to contract with one or more 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. *See* NRS 277.080—.180.

In consideration of the mutual covenants and promises stated in this Agreement and other good and valuable consideration set forth herein, Washoe County and the City of Reno agree to faithfully comply with the following:

- The Reno Police Department has requested that the Washoe County Sheriff's Office provide it with crime lab services from July 1, 2021 to June 30, 2022. The cost for the Washoe County Sheriff's Office to provide the requested crime lab services to the Reno Police Department for this period of time is \$1,615,516.
- The City of Reno agrees to pay \$1,000,000 to Washoe County on July 1, 2021, in return for the Washoe County Sheriff's Office providing the Reno Police Department with crime lab services from July 1, 2021 to June 30, 2022.

Washoe County and the City of Reno, in furtherance of this Agreement, also agree to faithfully comply with the following:

1. **Effective date and duration of the Agreement.** This Agreement shall be effective on July 1, 2021 and shall terminate on June 30, 2022.

2. **Termination.** This Agreement may be terminated by either party without cause by either party with thirty (30) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
3. **Notice.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at the party's address set forth below:

Reno Police Department  
Attn: Chief of Police  
455 East 2<sup>nd</sup> Street  
Reno, Nevada 89511

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

4. **Record Keeping.** WCSO and RPD both agree to maintain full, true, and complete records and documents related to this Agreement that are necessary to comply with the State Public Records Act.
5. **Limited Liability.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

6. **Indemnification.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless, or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
7. **Insurance.** 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.

8. **Independent Public Agencies.** With respect to the 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. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.
9. **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.
10. **Waiver of Breach.** If either party fails to require the other party to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
11. **Force Majeure.** Neither 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, act of public enemy, 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.
12. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
13. **Assignment.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

14. **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.
15. **Proper Authority.** Each party represents that the person executing this Agreement on behalf of a 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.
16. **Governing Law; Jurisdiction.** The laws of the State of Nevada apply to all matters arising under or relating to this Agreement. Each party consents to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
17. **Entire Agreement and Modification.** This Agreement represents the entire agreement between Washoe County and the City of Reno that has been made in connection with the subject matter hereof. The Agreement cannot be changed except by written agreement by Washoe County and the City of Reno.

**WASHOE COUNTY BOARD OF  
COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Bob Lucey, Chair  
Washoe County Commission

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF RENO  
CITY COUNCIL**

BY: \_\_\_\_\_  
Hilary Schieve, Mayor  
City of Reno

DATE: 8/19/2021

ATTEST: Cliffie Huntsman

BY: Micki Huntsman, Interim City Clerk

DATE: 8/20/2021



**RENO POLICE DEPARTMENT**

BY: \_\_\_\_\_  
Jason Soto, Chief of Police

DATE: 8/18/2021

**WASHOE COUNTY  
SHERIFF'S OFFICE**

BY: \_\_\_\_\_  
Darin Balaam, Sheriff WCSO

DATE: 9/9/21