

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT
AND
THE WASHOE COUNTY SCHOOL DISTRICT TO ESTABLISH RPD 360 BLUEPRINT
- A COMMUNITY ORIENTED POLICING READING MENTORSHIP PROGRAM**

This Agreement is made and entered into this by and between the City of Reno on behalf of the Reno Police Department (hereinafter “RPD”) and the Washoe County School District (“WCSD”). This Agreement supersedes all previous Collaborative Agreements executed by and between the Washoe County School District, the City of Reno, on behalf of the Reno Police Department, Encounter Church and the Community Services Agency. This Agreement becomes effective when fully executed by all Parties.

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 (1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, RPD and WCSD wish to maximize coordination and cooperation in an attempt to carry on RPD’s community oriented policing model by continuing a reading mentorship program called 360 Blueprint (“Program”) in selected Washoe County School District schools; and

WHEREAS, studies have shown that improved childhood literacy has a direct correlation with reduced incarceration rates in adulthood. It should be noted that 70% of all incarcerated adults cannot read at a 4th grade level.

WHEREAS, studies have shown that improved childhood literacy has a direct correlation with increased high school graduation rates.

WHEREAS, it has been shown that mentorship programs are an effective method to increase literacy, high school graduation rates, and reduce the likelihood of adult incarceration. Children and teenagers who are matched with mentors are approximately 46% less likely to use illegal drugs, approximately 27% less likely to use alcohol, approximately 53% less likely to be truant, and approximately 33% less likely to assault and battery. Police mentors encourage and guide underserved youth through empowerment and enrichment which results in an increased sense of accountability and resiliency in those being mentored. Ultimately, this initiative will

assist in fostering a positive relationship with students and parents in the Reno community while preparing young people for challenges they will face in their adult lives.

WHEREAS, the Parties agree that the most efficient means of maximizing coordination and cooperation is to assign personnel to work together in a joint environment; and

WHEREAS, the Parties wish to join together and assign personnel to the Program; and

WHEREAS, the Parties wish to formalize this cooperative effort in an Interlocal Agreement.

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

1. The Program will consist of sworn members of the Reno Police Department as well as appropriate staff, as needed, from the WCSD. RPD will provide no more than six (6) members to the Program. WCSD will choose no more than five (5) schools to participate in the Program. WCSD counselors or school staff will assist with student selection for the Program. However, the actual numbers may be adjusted up or down depending on the actual need as established through experience in operating the Program as well as staffing constraints of each Party. If needed, the Parties shall also provide the Program with the support staff necessary to operate the Program. The support staff shall not be counted in the above numbers and will be provided to the Program based upon agreement of the Parties. In no event shall one party bill another party or parties for the cost associated with support staff, office space, office equipment or office supplies.

2. This Agreement is for one year from the date it is fully executed by all Parties and will, by its terms, renew annually. It may be terminated by mutual consent of all the Parties or unilaterally by any Party for any reason or for no reason upon thirty (30) days written notice to the other Party. The Parties expressly agree that this Agreement shall be terminated immediately if any Party's funding ability supporting this Agreement is withdrawn, limited, or impaired. If this occurs, the affected Party shall immediately notify the other Party in writing.

The Parties shall strive to review this Agreement annually to determine whether to make a recommendation for modifications to the governing bodies of the Parties. If the Parties do not have the opportunity to review the Agreement annually, this Agreement shall remain in force and effect until it is amended or modified pursuant to the terms of this Agreement or is terminated pursuant to this Section.

3. This Agreement may be amended to add additional parties at any time pursuant to the terms of the Agreement.

4. On behalf of the Program RPD may, from time to time, apply for grant funds to support its activities. Any grant funds awarded to the Program will be administered by the City of Reno.

5. Each Party is responsible for providing the necessary equipment for its own personnel.

6. All other operational expenses of the Program will be shared equally by the Parties.

7. The operations of the Program will be supervised and directed by RPD. The RPD Program Supervisor will provide functional supervision for personnel assigned to the Program and will provide a liaison as required to each party regularly employing employees assigned to the Program. The overall goal in governing the Program 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. The Program will be located in the Reno Police Department.

8. Each party will provide vehicles for its personnel assigned to the Program. To the extent possible, agency vehicles will be driven by officers employed by that agency.

9. The party regularly employing officers and employees assigned to the Program 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.

10. 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. RPD and WCSO shall be deemed joint employers of all the Program employees for the purpose of immunity from liability under Nevada workers' compensation laws. Program 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.

11. Personnel assigned to the Program shall remain employees of their respective agencies and are responsible for adhering to the policies, procedures and general orders of their respective agencies.

12. 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.

In the event that a liability claim is filed against the Program or any participating agency as a result of the Program'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 Program or any participating agency arising from the Program'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.

13. 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.

14. Property purchased by any Party hereto for the use of the Program remains the property of that Party and may be withdrawn from use at any time upon thirty (30) days written notice to the other Party.

Property purchased with grant funds awarded to the Program will remain the property of the Program. 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.

15. The Parties agree that all student participants will have written parent consent to participate in the Program and for WCSD to communicate with RPD regarding student attendance and academic progress. The Parties will work collaboratively to obtain this parent consent, and the school site shall maintain copies of the signed parent consent form. Provided the total student participation in the Program is 10 or more students, WCSD will also provide to RPD an aggregate and de-identified report of all the collective student participants attendance and/or academic progress reports. RPD may only report information related to this data using the de-identified and aggregate data.

Each Party will maintain compliance with all federal and state regulations regarding privacy, including but not limited to The Health Insurance Portability and Accountability Act (HIPAA), The Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Rule (COPPA), and Nevada Revised Statute 392.029. Each Party shall not use any data subject to the foregoing privacy laws in any manner not permitted by appropriate governing federal and state regulations. Access to the information received by each Party pursuant

to this Agreement shall be limited to those with a need to access it for the specific purposes detailed in this Agreement.

RPD will retain these records in accordance with the State of Nevada Local Government Records Retention Schedule. At the conclusion of the retention period, RPD shall destroy all personally identifiable information from education records it obtains through performance of this Agreement.

16. 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 unenforceability 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.

17. 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 the terms of this Agreement.

18. This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing. All notices regarding this Agreement shall be in writing and shall be mailed, sent via fax and/or delivered personally to each party at the below addresses:

Reno Police Department
Attn: Police Chief
455 E. Second Street
PO Box 1900
Reno, Nevada 89505

Washoe County School District
Attn: Superintendent
425 E. 9th Street
Reno, Nevada 89512

These addresses may be amended by the Parties at any time.

19. 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 parties and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, 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 otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agencies or any other party.

20. 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

confidential by law or a common law balancing of interests. The final determination as to whether a City record, or a portion thereof, is confidential will be determined by the City.

21. 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. All disputes under this Agreement shall be instituted in a court of competent jurisdiction located in the County of Washoe, State of Nevada.

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

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

CITY OF RENO

WASHOE COUNTY SCHOOL DISTRICT

By: _____
Hillary Schieve, Mayor

By: _____
Susan Enfield, Ed.D., Superintendent

DATE: _____

DATE: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Washoe County School District

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

By: _____
WCSD Legal Counsel

DATE: _____

DATE: _____

