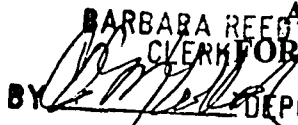


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DAIS  
Brina Chall7

FILED  
NO. 99-018

99 FEB 19 NO:14 JOINT POWERS AGREEMENT  
BETWEEN DOUGLAS COUNTY, NEVADA AND

ALPINE COUNTY, CALIFORNIA PROVIDING  
BARBARA REEF  
CLERK FOR RECIPROCAL LAW ENFORCEMENT SUPPORT  
AND MUTUAL AID  
BY  DEPUTY

THIS AGREEMENT, made and entered into on the date below set forth, is done pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 et seq.) and the Interlocal Cooperation Act (Nev.Rev.Stat. §§ 277.080-.180) by and between Alpine County, California and Douglas County, Nevada. For and in consideration of the mutual promises herein exchanged the parties agree as follows:

ARTICLE I  
(Law Enforcement Authority)

Section 1. During periods of declared federal, state or local emergency, and/or when mutual law enforcement aid is determined by the Sheriff of Douglas County or the Sheriff of Alpine County, or their designees, to be required to protect the public health and safety in their respective jurisdiction it is hereby agreed that the parties shall provide all necessary, available, and proper law enforcement support to each other utilizing the personnel of the Sheriffs' departments. The availability and provision of personnel will be exclusively determined by each Sheriff. Each Sheriff, in his sole discretion, may at any time withdraw personnel or equipment.

Section 2. In exercising the authority granted by this agreement, the departments shall comply with all applicable California and Nevada laws with regard to law enforcement activities. The parties shall not, in the course of providing reciprocal services under this agreement deplete or diminish the levels of law enforcement services reasonably required elsewhere within their respective jurisdictions.

ARTICLE II  
(Hold Harmless, Defense, and Immunities)

Section 1. The parties shall jointly defend any action brought by any third party, whether in law or equity, which arises from this agreement. Each party shall bear its own wages, disability payments, pension payments, and workers compensation costs for any personnel utilized for the provision of law enforcement services under this agreement. The parties shall retain in full any and all immunities they possess under California and/or Nevada law. Such immunities shall not be deemed or construed to be modified by entry into this agreement or any performance hereunder.

Section 2. The Board of Commissioners, the Board of Supervisors, and any necessary employees of County shall cooperate in such actions as, in their sole discretion, may be reasonably required to carry out the purpose and intent of this agreement. This shall include the

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execution of any necessary documents and the granting of any necessary or required consents. The parties shall place their respective insurance companies, pools, or authorities on notice of the services to be provided hereunder.

**ARTICLE III  
(Purpose)**

Section 1. The purpose of this agreement is to provide for the exercise of peace officer and related authority by law enforcement personnel of Alpine County within Douglas County jurisdiction and by law enforcement personnel of Douglas County within Alpine County jurisdiction. Such authority shall be exercised under the supervision and control of the Sheriffs of each county or such command personnel as they may designate.

Section 2. The Sheriffs of each county shall administer this agreement in accordance with the laws of their respective states. The administrators are hereby authorized to take whatever steps are reasonably required to effectuate the purposes and intent of this agreement.

**ARTICLE IV  
(Miscellaneous Provisions)**

Section 1. This agreement shall be effective on the date it has received all legally required approvals. The agreement shall run for two years from and after the last of such approvals, and shall continue to run for two-year periods thereafter, unless terminated with the giving of ninety days notice as set forth below.

Section 2. It is not intended or contemplated that, in the performance of this agreement, funds will be received, transferred or otherwise disbursed. However, each entity shall be accountable for all funds and reporting of all receipts and disbursements in accordance with the laws of their respective states.

Section 3. Except as otherwise provided herein, this agreement may not be amended, assigned or delegated, without the express written consent of the governing boards of both parties. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties, provided, however, that this agreement may be terminated, with or without cause, by either party upon the giving of ninety days written notice to the Sheriff of Alpine County or the Sheriff of Douglas County, as appropriate. Any notice required under this agreement shall be deemed given when personally served or when sent by registered or certified mail, return receipt requested, and such receipt is received by the canceling party.

Section 4. This agreement shall consist of the original and any counterparts created for purposes of signature.

Jaques Volpegh

Chairman of the Board of  
Commissioners  
Douglas County

Herman Gillman

Chairman of the Board of  
Supervisors  
Alpine County

Paul P.

Sheriff, Douglas County

Shirley Vacker

Sheriff, Alpine County

Approved as to form:

Scott W. Doyle

Scott W. Doyle  
District Attorney  
Douglas County

Approved as to form:

L. Alan Turner

L. Alan Turner  
County Counsel  
Alpine County

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

PAID KV DEPUTY

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**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 19 1999  
B. A. ZED Clerk of the 99 Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

**SEAL**