

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

2004 FEB 10 AM 10:13

WERNER CHRISTEN
RECORDER

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Assessor's Parcel Number: N/A

Date: FEBRUARY 10, 2004

Recording Requested By:

Name: ROSS CHICHESTER/SHERIFF'S OFFICE

Address: _____

City/State/Zip: _____

CONTRACT #2004.021

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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FILED

NO. 2004 021

2004 FEB 10 AM 8:59

INTERLOCAL CONTRACT
Between
DOUGLAS COUNTY, NEVADA
And
ALPINE COUNTY, CALIFORNIA

BARBARA REED
CLERK
[Signature]
DEPUTY

WHEREAS, Douglas County is a political subdivision of the State of Nevada; and

WHEREAS, Alpine County is a political subdivision of the State of California; and

WHEREAS, Douglas County and Alpine County share a common border; and

WHEREAS, it is in the best interest of both counties and their residents to mutually share law enforcement activities on a as-needed basis; and

WHEREAS, Nevada Revised Statute Section 277.180 (1) and the California Government Code Joint Exercise of Powers Act Section 6500, allows public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

WHEREAS, Alpine County and Douglas County are public agencies as defined in Nevada Revised Statutes Section 277.100 and both agencies oversee law enforcement agencies in their jurisdictions;

NOW THEREFORE, Douglas County and Alpine County agree as follows:

- 1. Terms Of Agreement.** The term of this agreement shall be from January 01, 2004 to December 31, 2006, and may continue for two-year periods thereafter unless terminated with the giving of notice as required below.
- 2. Services To Be Provided.** Upon request of either public agency, the other agency will provide law enforcement and/or search and rescue assistance. The request must be made by an authorized party of either jurisdiction, holding the rank of sergeant or higher. The request will be honored by the responding agency unless providing those services will deplete or diminish the levels of law enforcement services required in that jurisdiction or will endanger the residents of that jurisdiction.
- 3. Agent of Requesting Agency.** Any personnel involved in responding to a request for assistance in the other jurisdiction shall be considered as an agent of the party requesting aid and that requesting agency shall hold the assisting personnel harmless from all claims, liabilities and demands arising out of their performance. The responding personnel shall report to the requesting agency and will, for the purposes of this contract, report to the command staff of the requesting agency. For the purposes of this contract, responding

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personnel shall be entitled to exercise all necessary powers as that of the requesting agency's personnel.

4. **Workman's Compensation Insurance.** Each party to this agreement shall bear their own workman's compensation costs for any injuries arising out of the performance of this contract.
5. **Insurance.** By signing this contract, both agencies represent that they carry liability insurance in an amount sufficient to cover any claims made against assisting personnel.
6. **Indemnification.** It is not the intention of this contract to affect the legal liability of either Alpine County or Douglas County by imposing any standard of care other than the standard of care imposed by law. Alpine County and Douglas County also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of act or omission of it or its respective officers or employees, under or in connection with any work performed under this contract.
The parties to this contract shall jointly defend any action brought by a third party, whether in law or equity, which arises from this agreement. Should a dispute arise over apportionment of liability to a third party or a dispute between parties concerning the contract, any such action shall be heard in a court with jurisdiction over the site of the incident which created the dispute.
7. **Use of Force or Officer-Involved Traffic Accidents.**
If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply:
 - a. The agency of the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.
 - b. The agency of the involved officer may interact and assist with the investigating agency, but will not attempt to influence the course or outcome of the investigation.
 - c. Nothing under the terms of this contract will prohibit the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.
8. **Termination of Contract.** This contract may be terminated by either party prior to the date set forth in paragraph one, without cause, by giving 30 days written notice to the other party.
9. **Entire Contract - Partial Invalidity.**
This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Alpine County and Douglas County. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or

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remaining provisions.

- 10. Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State in which the act or omission occurred. The contract will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.
- 11. Notice.** Any notices required under the terms of this contract shall be made by either U.S. mail or by hand delivery to the following:

Douglas County Board of Commissioners
P.O. Box 218
Minden, NV 89423

Alpine County Board of Supervisors
P.O. Box 158
Markleeville, CA 96120

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.

On Behalf of Alpine County:

Dated this 16 day of January, 2004.

By: *Heenan Zeller*
Chairman, Alpine County Board of Supervisors

By: *John M. Crawford*
Sheriff, Alpine County, California

ATTEST: *Barbara K Jones*
Alpine County Clerk

Approved As to Form: *J. Dennis Cretsb*
County Counsel

On Behalf of Douglas County:

Dated this 5th day of FEB, 2004.

By: *Kelly O. Kib*
Chairman, Douglas County Board of Commissioners

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By:

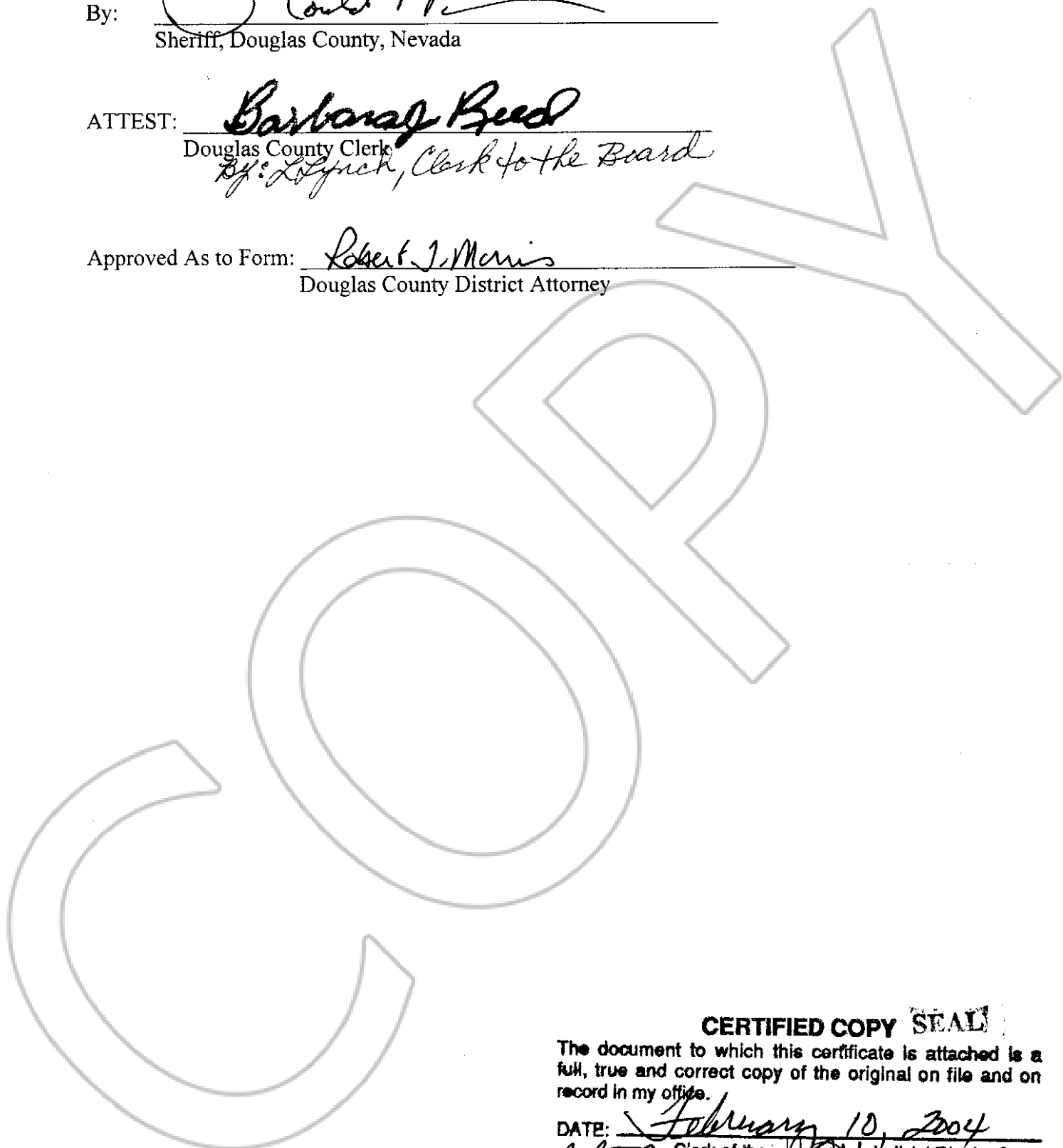
Carl P. [Signature]
Sheriff, Douglas County, Nevada

ATTEST:

Barbara Reed
Douglas County Clerk
By: Lynch, Clerk to the Board

Approved As to Form:

Robert J. Morris
Douglas County District Attorney



CERTIFIED COPY SEAL

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 10, 2004*
B. REED Clerk of the *19th* Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *Carl P. [Signature]* Deputy

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