

Recorder's Office Cover Sheet

Recording Requested By:

Name: Keri Scheetz

Department: Sheriff's Office



00154918202209853080050053

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

FILED

NO. 2022.097

5/19/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY ed DEPUTY

INTERLOCAL CONTRACT
Between
EL DORADO COUNTY, CALIFORNIA
And
DOUGLAS COUNTY, NEVADA

WHEREAS, El Dorado County is a political subdivision of the State of California; and
WHEREAS, Douglas County is a political subdivision of the State of Nevada; and
WHEREAS, El Dorado County and Douglas 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 an as-needed basis; and
WHEREAS, the California Government Code Joint Exercise of Powers Act Section 6500 and the Nevada Revised Statute ("NRS") 277.180(1), 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, El Dorado County and Douglas County are public agencies as defined in NRS 277.100 and both agencies oversee law enforcement agencies in their respective jurisdictions;

NOW, THEREFORE, El Dorado County and Douglas County agree as follows:

- 1. Terms of Agreement.** The term of this Agreement shall be from May 1, 2022 to May 1, 2024 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 a sworn party of either jurisdiction. 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

respecting agency. For the purposes of this contract, responding 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 El Dorado County or Douglas County by imposing any standard of care other than the standard of care imposed by law. El Dorado 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 deputies or employees, under or in connection with any work performed under this contract. The fact that the requesting agency holds responding personnel harmless pursuant to section 3 of this contract shall not affect the agency-level duties to indemnify, defend, and hold harmless contained in this section 6. 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 deputy from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures apply:

a. The agency of the involved deputy shall provide a minimum of one supervisor or investigator to work with the investigating agency.

b. The agency of the involved deputy 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 the requesting assistance from other agencies, including agencies associated with the federal government.

d. Each agency shall make its own personnel aware of the relevant laws, regulations, and other governing authorities of the other jurisdiction, especially with respect to law enforcement practices and procedures (including, but not limited to, use of force rules and required due process).

e. Each agency shall endeavor to notify the other agency of any relevant changes to the laws, regulations, and other governing authorities of its jurisdiction within a reasonable period of time. However, any failure to notify does not relieve the duty of the other agency to follow all laws, regulations, and other governing authorities of any jurisdiction within which it operates, nor shall it mitigate or otherwise impact any indemnification obligations under this Agreement.

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 the El Dorado 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 remaining provisions.

10. **Construction of Contract.** This contract shall be construed and interpreted according to the law 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 deliver to the following:

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

On Behalf of El Dorado County:

Dated this 18 day of May, 2022

By: 
Sheriff, El Dorado County, California

By: 
Sheriff, Douglas County, Nevada

Approved As to Form: _____,

County Counsel

On Behalf of Douglas County:

Dated this 7 day of March, ~~2021~~ ²⁰²²

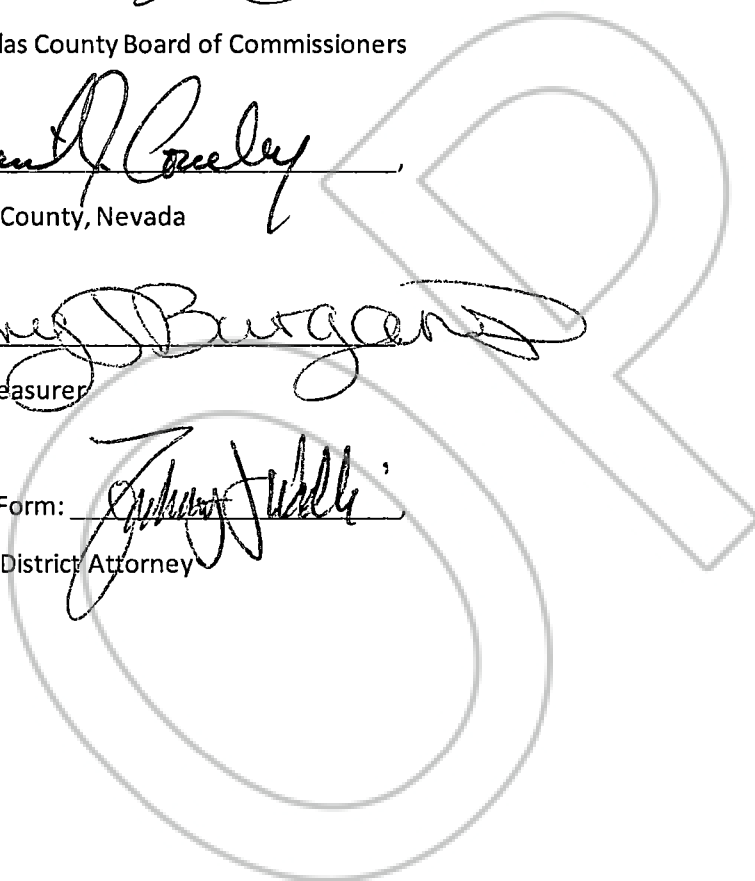
By: Munk Gaudin

Chairman, Douglas County Board of Commissioners

By: Dan D. Cooley
Sheriff, Douglas County, Nevada

ATTEST: Angie Burgans
County Clerk/Treasurer

Approved As to Form: Johnny J. Kelly
Douglas County District Attorney



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

19th day of May, 20 22

By Emmy Tombranski Deputy