

Recorder's Office Cover Sheet

Recording Requested By:

Name: Keri Scheetz

Department: Douglas County Sheriff's Office

Item ID/Agreement #: DC-300-2024



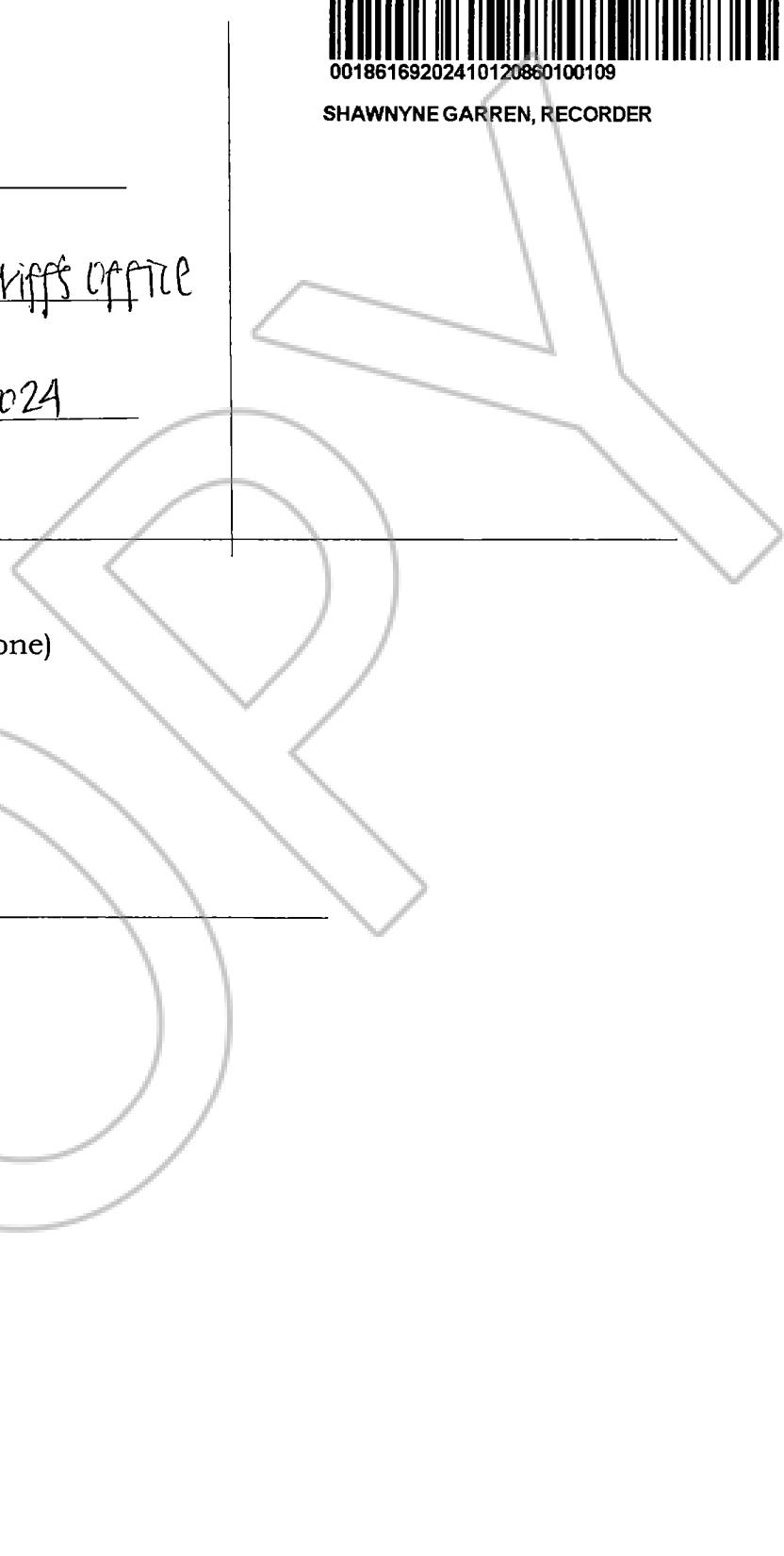
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



NO. DC-300-2024

9/11/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

INTERLOCAL AGREEMENT
Between
DOUGLAS COUNTY, NEVADA
And
CARSON CITY, NEVADA

This Interlocal Agreement ("Agreement") is entered into by and between Douglas County, Nevada, a County and a political subdivision of the state of Nevada, and Carson City, Nevada, a consolidated municipality and a political subdivision of the state of Nevada, for mutual law enforcement aid and response through their respective law enforcement agencies, the Douglas County Sheriff's Office ("DCSO") in Douglas County and the Carson City Sheriff's Office ("CCSO") in Carson City. Douglas County and Carson City may be individually referred to as "Party" and collectively referred to as "Parties." DCSO and CCSO may be individually referred to as "Agency" and collectively referred to as "Agencies."

RECITALS

WHEREAS, Douglas County has established and maintains DCSO as its law enforcement agency in Douglas County and Carson City has established and maintains CCSO as its law enforcement agency in Carson City; and

WHEREAS, Douglas County and Carson City share a common border and it is in the best interest of both Douglas County and Carson City and their residents to mutually share law enforcement activities on an as-needed basis; and

WHEREAS, Nevada Revised Statutes ("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, Carson City 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 in consideration of the mutual covenants contained herein, the Parties mutually agree as follows:

AGREEMENT

1. Term of Agreement. The initial term of this Agreement shall be from March 01, 2024, to June 30, 2026, and will continue thereafter for successive two-year terms unless terminated as provided by this Agreement.
2. Services To Be Provided. Upon request of either Agency (the "requesting Agency"), the other Agency will provide law enforcement and/or search and rescue assistance (the "responding Agency"). The request must be made by the command staff of the requesting Agency. The request will be honored by the responding Agency unless, in the sole discretion of the responding Agency, providing those services will deplete or diminish the levels of law enforcement services required in the responding Agency's jurisdiction or will endanger the residents of that jurisdiction.
3. Agent of Requesting Agency. Any personnel involved in responding to a request for assistance by the other Agency in its jurisdiction shall be considered an agent of the requesting Agency and the requesting Agency shall indemnify and hold the responding personnel harmless from all claims, liabilities and demands arising out of their performance. The responding personnel shall, for the purposes of this Agreement, report to the command staff of the requesting Agency and shall be entitled to exercise all necessary powers that would otherwise be exercised by the requesting Agency's personnel.
4. Worker's Compensation. Each Party shall maintain its own worker's compensation insurance or other coverage under applicable Nevada law. For the purposes of workers' compensation, each Party shall cover its own employees for any injuries arising out of the performance of this Agreement, regardless of whether an employee responds to an incident at the request of the other Agency under this Agreement.
5. Insurance. Each Party represents that it carries liability and other insurance in an amount sufficient to cover any claims made against assisting personnel. For the purposes of insurance, each Party's insurance shall cover its own employees when those employees are responding under this Agreement.
6. Standard of Care. It is not the intention of this Agreement to affect the legal liability of either DCSO, CCSO, Douglas County or Carson City by imposing any standard of care other than the standard of care imposed by law.

7. Indemnification.

A. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter. If the Parties are sued as co-defendants, however, the Parties agree to jointly defend, at their own expense, an action brought by a third party, whether in law or equity, that arises from actions taken in a response under this Agreement.

B. Should a dispute arise over apportionment of liability to a third party or a dispute between the Parties concerning this Agreement, any such action shall be heard in a court with jurisdiction over the site of the incident which created the dispute, or in a court with jurisdiction over the requesting Agency if the site of the incident is outside Carson City or Douglas County.

8. Limited Liability. The Parties do not waive and intend to assert all available liability limitations, including NRS Chapter 41, in all cases. The contract liability of both Parties shall not be subject to liquidated or punitive damages.

9. 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 Agreement will prohibit the Agency in the jurisdiction in which the incident occurred from requesting assistance from other public agencies, including agencies associated with the federal government.

10. Termination of Contract.

A. This contract may be terminated by either Party at any time, without cause, by giving 30 days written notice to the other Party.

B. The Party's services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that one Party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement, the Agreement may be terminated immediately by the nonappropriating Party upon written notice to the other Party of such nonappropriation. No claim or cause of action may be based upon any nonappropriation.

11. Records; Retention. The Parties agree to retain all records, agreements, books, and documents pertaining to the Agreement as required by the Nevada Local Government Records Retention Schedule. At the reasonable request of the other Party, the Parties further agree to provide any requested records, agreements, books, and documents that may be necessary for the performance of this Agreement, or for any other reason related to this Agreement.

12. Public Records. Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose unless particular information or documents are made confidential by law or a common law balancing of interest.

13. Independent Public Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to convey ownership of any asset. Except as otherwise expressly provided herein, nothing contained in this Agreement may be deemed or construed to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.

14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties; is the complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made; and supersedes all prior negotiations, discussions and representations between the Parties.

15. No Third-Party Beneficiary. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement.

16. Remedies. 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. The Parties agree that, in the event attorney's fees are awarded for any reason related to this Agreement, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

17. 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.

18. Construction; Assignment. This Agreement 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. The Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement.

19. Amendments and Modification. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing, approved by the governing body of each Party and signed by the authorized representative of each Party.

20. Severability. If any provision contained in this Agreement is held to be invalid, illegal or unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.

21. Choice of Law; Jurisdiction. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First or Ninth Judicial District Courts of the State of Nevada in Carson City or Douglas County.

22. Notice. All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed given if delivered: personally by hand; or mailed certified mail, return receipt requested, and addressed to the other Party at the following address:

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

Carson City Board of Supervisors
201 North Carson Street, Suite 2
Carson City, Nevada 89701

Either Party may, by notice in writing sent to the other Party as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands must thereafter be addressed.

23. Required Approvals. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

24. Proper Authority. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to engage in the action set forth in this Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

CARSON CITY

Kenneth Furlong _____ 4/4/24
Kenneth Furlong, Sheriff Date

Lori Bagwell _____ 4/4/24
Lori Bagwell, Mayor Date

Attest:
William Scott Hoen _____ 4/4/2024
William Scott Hoen, Clerk-Recorder Date

Approved as to form:
[Signature] _____ 4/4/2024
Deputy District Attorney Date

DOUGLAS COUNTY

Daniel Coverly _____ 4-19-24
Daniel Coverly, Sheriff Date

Wesley Rice, Chair Date

Attest:

Amy Burgans, Clerk-Treasurer Date

Approved as to form:

Deputy District Attorney Date

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

CARSON CITY

Kenneth Furlong, Sheriff

Date

Lori Bagwell, Mayor

Date

Attest:

William Scott Hoen, Clerk-Recorder

Date

Approved as to form:

Deputy District Attorney

Date

DOUGLAS COUNTY



Daniel Coverly, Sheriff

5-7-24

Date



Wesley Rice, Chair

03/07/2024

Date

Attest:



Amy Burgans, Clerk-Treasurer

3/8/24

Date

Approved as to form:



Deputy District Attorney

March 7, 2024

Date

COPY

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

11 day of September, 20 24

By Amber Lane Deputy