

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund: Tri-Net Grant 2752005-50XXXX Grant number #G200521005

Is it currently budgeted? No

Explanation of Fiscal Impact: The current grant award is \$95,000. Of this amount, \$95,000 would go towards salaries; \$49,000 will go towards salaries for the Carson City Sheriff's Office and \$46,000 will go towards salaries for the Douglas County Sheriff's Office.

Alternatives

Do not approve interlocal agreement and provide alternative direction.

Attachments:

[Jag Trinet Mou revised.doc](#)

Board Action Taken:

| | | |
|---------------|----------|---------|
| Motion: _____ | 1) _____ | Aye/Nay |
| | 2) _____ | _____ |
| | | _____ |
| | | _____ |
| | | _____ |

(Vote Recorded By)

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

WHEREAS, Douglas County and Carson City are political subdivisions of the State of Nevada and 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 Tri-NET Task Force is a multi-jurisdictional narcotic enforcement team serving Carson City and Douglas County that seeks to locate, identify, arrest, and aid in the successful prosecution of individuals and organizations responsible for the manufacturing, trafficking, sales, and use of illegal, illicit, and prescription controlled substances;

WHEREAS, Carson City has received grant no. 20-JAG-04 from the Office of Criminal Justice Assistance of the Nevada Department of Public Safety for the Tri-NET Task Force, totaling \$95,000, of which an amount not to exceed \$46,000 is allocated to Douglas County;

WHEREAS, 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, Carson City and Douglas County are public agencies as defined in NRS 277.100, and oversee law enforcement agencies in their respective jurisdictions;

NOW, THEREFORE, Douglas County and Carson City agree as follows:

1. **Grant Funding.** Carson City has received grant no. 20-JAG-04 for the Tri-NET Task Force, totaling \$95,000, of which \$95,000 is allocated to personnel costs. Of the amount allocated to personnel costs, an amount not to exceed \$46,000 is allocated to Douglas County.
2. **Invoicing.** The Douglas County Sheriff's Office shall submit monthly invoices to Carson City for its personnel costs attributed to the Tri-Net Task Force. Carson City will reimburse the Douglas County Sheriff's Office within 30 days of receiving an invoice until the maximum \$46,000 amount has been distributed to Douglas County.
3. **Term of Agreement.** The term of this Agreement shall be from January 1, 2021 to December 31, 2021 unless earlier terminated by either Party under this Agreement.

4. **Termination of Contract.** This Agreement 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.
5. **Termination Due to Nonappropriation.** The payments and 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.
6. **Entire Contract; Severability.** This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Carson City 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.
7. **Construction.** This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The 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.
8. **Notice.** Any notices required under the terms of this Agreement shall be made by either U.S. mail or by hand delivery to the following:

| | |
|--|---|
| Daniel J. Coverley, Sheriff Douglas County Sheriff Office PO Box 218 Minden, Nevada 89423 | Ken Furlong, Sheriff Carson City Sheriff's Office 911 E Musser St. Carson City, Nevada 89701 |
|--|---|
9. **Required Approvals.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
10. **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.
11. **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, to convey ownership of any asset, or 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.

12. **Limited Liability.** The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any 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. The Parties agree that, in the event attorney's fees are awarded for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.
13. **No Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. **Assignment.** The Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.
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 and their respective successors and assigns.
16. **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.
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.

(The remainder of this page is blank; the signature blocks continue on the next page.)

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

On Behalf of Carson City:

Dated this _____ day of _____, 2021

By: _____
Lori Bagwell, Mayor, Carson City Board of Supervisors

By: _____
Ken Furlong, Sheriff, Carson City, Nevada

ATTEST: _____
Aubrey Rowlett, Carson City Clerk-Recorder

Approved As to Form: _____
Deputy District Attorney

On Behalf of Douglas County:

Dated this _____ day of _____, 2021

By: _____
John Engels, Chairman, Douglas County Board of Commissioners

By: _____
Daniel J. Coverley, Sheriff, Douglas County, Nevada

ATTEST: _____
Amy Burgans, County Clerk/Treasurer

Approved As to Form: _____
Zach Wadle, Deputy District Attorney