

INTERLOCAL AGREEMENT FOR POLICE PROTECTION

THIS AGREEMENT, is made and entered into this _____ day of _____, 2026, pursuant to NRS 277.100 et. seq., by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, and the White Pine County Sheriff, a separate elected official of White Pine County, hereinafter referred to as "SHERIFF", with both County Commission and Sheriff collectively referred to as "COUNTY"; and the City of Ely, a municipal corporation of the State of Nevada in the County of White Pine, by and through the Mayor and City Council, hereinafter referred to as "CITY." The City and County may also be collectively referred to in this Agreement as the "Parties" or, individually, as a "Party."

WITNESSETH:

WHEREAS, the County and City desire to afford all citizens of the City with optimum police protection;

WHEREAS, the City, as an incorporated city pursuant to Chapter 266 of Nevada Revised Statutes, within White Pine County, State of Nevada, does not have a police department;

WHEREAS, the County, through the White Pine County Sheriff's office, has sufficient personnel and equipment with which to provide law enforcement services to the citizens of the City;

WHEREAS, the County and the City deem it to be in the best interest of the citizens of the City of Ely to join in with the County for the provisions of police protection;

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

WHEREAS, NRS 277.180(3)(f) states that the authorized purposes for contracts made pursuant to NRS 277.180(1) include "the joint and cooperative use of law enforcement agencies;" and,

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

1.0. PURPOSE. The purpose of this Agreement is to establish in writing the Parties' understanding as to the terms and conditions under which the County will provide law enforcement services to the City of Ely, to include, but not limited to:

- a. The provision of consolidated police protection services, by the White Pine County Sheriff's Office, to persons residing within the City;
- b. The provision of consolidated police dispatch services of the White Pine County Sheriff's Office, to persons residing within the City of Ely;
- c. The provision of a 9-1-1 public answering point maintained by the White Pine County Sheriff's Office for the citizens of White Pine County, including the incorporated City of Ely, Nevada;

- d. The provision of personnel, equipment, and detention facilities of the White Pine County Sheriff's Office to the City, for the secure detention of persons lawfully arrested and seized within the City of Ely, Nevada; and,
- e. The provision of other standard law enforcement services needed within the City.

1.1. INTENT. This Agreement is intended as a comprehensive effort, pursuant to a joint effort by the Parties, to consolidate efforts in view of compelling fiscal limitations and restraints and to reduce the provision of duplicative services within the County and the City. The City shall retain all police power and, by virtue of this Agreement, confers municipal police authority on the Sheriff.

ARTICLE II

LAW ENFORCEMENT SERVICES

2.0. BASE LEVEL SERVICES. The County will provide within City limits the following base level law enforcement services, hereinafter "Law Enforcement Services," rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in unincorporated portions of White Pine County, unless otherwise set forth herein:

2.0.1. Patrol Services. The County will provide Police Patrol Services for the enforcement of state law and city-adopted municipal, criminal, civil, and traffic codes. Patrol Services shall include, at the Sheriff's discretion and as necessary, foot and vehicular patrols, reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions.

2.0.2. Investigative Services. The County will provide Investigative Services consisting of on-site investigations; follow up investigations; evidence retrieval and maintenance; investigation of homes and businesses for code compliance; and all other investigations by detectives investigating all detected and reported crimes or civil infractions which are customarily provided by the County in the surrounding unincorporated portions of White Pine County.

2.0.3. Special Services. The County will provide Special Services if available to include, but not limited to: Search & Rescue, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, reserve deputy support, and volunteer community crime prevention.

2.0.4. Support Services. The County will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, records, internal investigations, evidence management, and contract administration.

2.0.5. Evidence. The County will process and maintain evidence and property collected as a result of investigations occurring within the City and provide such evidence upon request to the City Attorney's Office in a timely fashion.

2.0.6. 9-1-1 & Police Dispatch Services. The County will provide constant 9-1-1 and Police Dispatch Services for calls, reports, and events occurring within the City of Ely.

2.0.7. Detention Services. The County will detain persons in the City and commit those persons to the White Pine County Detention Facility as needed and transport detained persons from the facility to the Municipal Court upon request from the Court.

2.0.8. Continuation of Prior Service. The County agrees to continue providing all Law Enforcement Services that have been provided to the City prior to the execution of this Agreement.

2.1. REPORTING.

2.1.1. Periodic Reporting. The Sheriff or Sheriff Designee may provide to City monthly reports at an open meeting of the City Council that identify statistics of crime and traffic activity within the City, any existing issues, and goals or future law enforcement plans. Goals for each quarterly report shall be established by the City and the Sheriff, who shall work together jointly to provide the necessary support and resources to achieve established goals.

2.1.2. Significant Occurrence. The Mayor may be promptly notified in the event of a significant criminal occurrence, emergency, or other major event within the City.

2.2. SERVICE AREA. The area to be afforded police protection services under this Agreement by the White Pine County Sheriff's Office shall be all that certain geographical area constituting the incorporated City of Ely, State of Nevada as now defined or as may be defined in the future.

ARTICLE III

EMPLOYEES

3.0. EMPLOYEES FOR POLICE PROTECTION. The County agrees to provide sufficient personnel and equipment in the same manner as they are provided in unincorporated areas of White Pine County to provide police protection, dispatching services, and detention services to the City.

3.0.1. Sheriff. “Sheriff” means the duly elected sheriff of White Pine County possessing those general duties set forth in the Nevada Revised Statutes.

3.0.2. Role of Sheriff in City. For purposes of this Agreement, the Sheriff of White Pine County shall be the acting Chief of Police of the City. The Sheriff shall be responsible for the enforcement of all laws and ordinances within the City, the investigation of all known and alleged crimes therein, and the prevention of crime therein. The Sheriff shall also be solely responsible for the assignment of personnel and equipment to areas within the City. The Sheriff, may, in his discretion, call upon other state and federal law enforcement officials in the enforcement of laws, and in the investigation of crimes within the City. Authority granted herein is not intended to grant the Sheriff discretion to expend public funds not otherwise agreed to by the Parties hereto. The Mayor may identify law enforcement issues and may request the Sheriff or his Designee to address these issues. The Sheriff and all other personnel assigned to the City under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

3.0.3. Supervision And Evaluation of Personnel. The supervision and evaluation of personnel within the White Pine County Sheriff’s Office shall be within the sole discretion of the Sheriff.

3.1. COMPENSATION OF PERSONNEL. The setting of salaries and compensation of any deputy Sheriff for police protection as contemplated by this Agreement, shall be the sole responsibility of the Sheriff and shall follow the White Pine County Sheriff’s Office Employee

Association Contract. The City shall not have any voice on the compensation provided to individuals under the terms of this Agreement.

3.2 TRAINING. The County shall be solely responsible for the provision of training of those deputies tasked with performing the service and fulfillment of this contract.

3.2.1 Expertise. The County shall ensure that all personnel necessary to provide the services contemplated by the terms of this Agreement shall have the required training, experience, and licenses or certifications as are, or may be, required by the State of Nevada or Federal law, necessary to properly execute the terms contemplated by the parties in the provision of the comprehensive police protection to the citizens of the City of Ely.

ARTICLE IV

TERM

4.0 INITIAL TERM. The Initial Term of this Agreement shall commence as of 12:01 A.M. on July 1, 2026, and shall terminate at 12:00 A.M. (Midnight) on June 30, 2029. This Agreement contemplates a term of three (3) years in duration.

4.0.1. Automatic Extension. This Agreement does not contemplate automatic extension upon expiration of the term herein. However, if the Parties are in negotiations and have not ratified a successor Agreement, the terms of this Agreement shall remain in effect until such time as the parties successfully negotiate and ratify a successor Agreement or the Agreement is terminated pursuant to Section 4, as provided herein.

4.1. TERMINATION. This Agreement shall be reopened for renegotiation of terms, or for possible termination, if and when the City of Ely establishes its own police department, and deploys in the City of Ely, Nevada P.O.S.T. certified law enforcement officers.

4.2. COMMENCEMENT OF PERFORMANCE. Performance under this Agreement by each respective Party shall commence on July 1, 2026.

ARTICLE V

PAYMENT

5.0. PAYMENT FOR SERVICES. For the County's satisfactory performance of Services contemplated herein, the City will pay to the County twenty-two and one-half percent (22.5%) of the County's prior year's expenditures for the following County departments:

Department 300: Public Safety – Task Force Grant/Sheriff

Department 301: Sheriff Administration

Department 302: Sheriff Detective

Department 303: Sheriff Patrol

Department 306: Sheriff Dispatch

5.1. PAYMENT DUE DATE. Payments contemplated in Section 5.0 herein, which shall be due from the City shall be made the first day of each quarter during the fiscal year, specifically July 1, October 1, January 1, and April 1 of each year of this Agreement.

5.1.2. Place of Payments. Payments contemplated by this Agreement shall be sent to the County at the following address: White Pine County, 801 Clark Street, Suite 4, Ely, NV 89301

5.2. PURCHASE OF EQUIPMENT IN LIEU OF PAYMENT. At the City's request, the City may purchase the capital equipment for the County out of the City's Capital Expenditure Fund and subtract the total purchase amount for the equipment from the annual amount owed to the County in Section 5.0 and/or 5.1 of this Agreement. However, this capital purchase credit cannot exceed 20% of the total compensation owed to the County for any one fiscal year. All capital items purchased by the City will become the property of the County.

ARTICLE VI

EQUIPMENT, MAINTENANCE, & OPERATING COSTS

6.0. COMMITMENT OF EQUIPMENT. The County shall provide all necessary equipment to meet its obligations under the terms of this Agreement to provide comprehensive police services, at no additional cost or expense to the City.

6.1. MAINTENANCE. The County shall be solely responsible for all of the maintenance of the equipment, buildings, and /or vehicles necessary for the County to provide the City with the comprehensive police services contemplated by this Agreement.

6.2. OPERATING COSTS. The County shall be solely responsible for all of the operating costs of the County for the provision of the comprehensive police services contemplated by this Agreement.

ARTICLE VII

LIABILITY

7.0. HOLD HARMLESS & INDEMNIFICATION. The County shall be solely liable for all acts of the personnel contemplated in this Agreement necessary for the provision of comprehensive police services to the City. The County shall protect, *indemnify*, defend and hold harmless the City, its elected and appointed officials, officers, employees and agents, from all damages, injury, loss, expenses, or liability incurred by the County and its' employees, agents, and/or assigns while engaged in Police Protection by the County, from any acts, failure to act, or omissions in connection with this agreement and all services hereunder, and shall not seek reimbursement or indemnification from the City, unless the complained of acts were taken at the specific direction of the City. There shall be no liability between the parties for any losses, expenses, or damages that any other party may sustain as a result of any party failing or refusing to respond to a police protection related matter by County personnel.

7.1. INSURANCE. The County shall provide general liability, automotive liability and law enforcement liability insurance for its operations in fulfilling the comprehensive police services contemplated by this Agreement.

7.1.1. Worker's Compensation Insurance. The County shall provide Worker's Compensation insurance for all personnel necessary for the provision of the comprehensive police services contemplated by this Agreement.

7.1.2. Insurance: Property, Equipment, and Vehicles. The County shall be responsible for providing insurance for all vehicles, equipment, buildings or any other items under its control.

ARTICLE VIII
NONDISCRIMINATION

8.0. NONDISCRIMINATION CLAUSE. The Parties hereto agree not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, sexual orientation, position, or condition which would not otherwise disqualify any such employee or applicant from the performance of comprehensive police services.

ARTICLE IX
OTHER CONTRACT TERMS

9.0. AMENDMENTS. Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto.

9.1. EXECUTION OF ADDITIONAL INSTRUMENTS. Each Party, at any time, at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

9.2. USE OF PRONOUNS. Feminine or neuter pronouns shall be substituted for those of masculine for or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

9.3. CLAUSE HEADINGS. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

9.4. NOTICES. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

County:
White Pine County
801 Clark Street, Suite 4
Ely, Nevada 8930

City:
City of Ely
501 Mill Street
Ely, Nevada 89301

9.5. PRESERVATION OF ORIGINAL AGREEMENT. This Agreement shall be executed by the Parties with an original copy, which shall be filed with the Clerk of the Seventh Judicial District Court, the Official Clerk of the Board of County Commissioners of White Pine County, and the City Clerk of the City of Ely, City Council.

9.6. ASSIGNMENT. This Agreement shall inure to the benefit of the successors in office of the Parties.

9.7. APPLICATION OF OPEN MEETING LAW. This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

9.8. CONTRACT DOCUMENTS. As of the date of this agreement there are no other documents comprise, or are a part of, this Agreement between the Parties, and no other documents are attached hereto and/or made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

9.9. SEVERABILITY. If any section, clause, paragraph, sentence, term, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable section, clause, paragraph, sentence, term, or provision, and such determination shall have no effect on the validity of any other section, clause, paragraph, sentence, term, or provision of this Agreement, all of which shall remain in full force and effect for the entire term of the Agreement, and/or any renewal thereof.

9.10. ENTIRE AGREEMENT. It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.

9.11. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

9.12. LEGAL REQUIREMENTS. All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.

9.13. NO THIRD-PARTY BENEFICIARIES. The County and City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the residents of either the County or the City.

9.14. DISPOSITION OF EARLIER AGREEMENT. The Interlocal Agreement for Police Protection entered into on July 22, 2015 (“Prior Agreement”), between the Parties, and any amendments thereto, was terminated and replaced by the Interlocal Agreement that went into effect on July 1, 2023 and is being extended by this Agreement, with the understanding that the remedies and other provisions of the Prior Agreement, which by their terms should continue to

survive to protect the interests of the Parties, shall survive to the extent permitted by applicable statutes of limitations.

9.15. FORCE MAJURE. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, loss of employee, preoccupation, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or other failures resulting from such causes.

9.16. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement; each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

9.17. PERPETUITIES. To the extent that this Agreement or any provision hereof could be construed to create, for purposes of the Nevada Rule Against Perpetuities (NRS §111.103 *et seq.*), a non-tested property interest for any period of time, the Parties agree that such interest shall vest, if at all, within the time period allowed by such rule.

9.18. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Nevada, without reference to its conflicts of law principles.

IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

**ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF WHITE PINE
COUNTY:**

CHAIRMAN: _____

DATED this ____ day of _____, 2026.

COUNTY CLERK

SCOTT HENRIOD, WHITE PINE COUNTY
SHERIFF

**ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF ELY:**

MAYOR: _____

DATED this ____ day of _____, 2026.

CITY CLERK

DATED this ____ day of _____, 2023.