

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, THE CITY OF LAS VEGAS, THE CITY OF NORTH LAS VEGAS, AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT FOR THE OPERATION OF A JOINT COMMUNICATIONS FACILITY**

This Interlocal Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (“CLV”), CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada (“NLV”), LAS VEGAS METROPOLITAN POLICE DEPARTMENT, a police department created under the provisions of the Nevada Revised Statutes Chapter 280 (“LVMPD”), and CLARK COUNTY, a political subdivision of the State of Nevada (“COUNTY”). Each of the above is a “Party” and collectively are “Parties” to this Agreement.

**WITNESSETH:**

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Parties provide police and/or fire/medical call handling and dispatch services through primary and secondary Public Safety Answering Points (“PSAPs”); and

WHEREAS, the Parties recognize the benefit of having two fully redundant PSAPs for LVMPD police services and Joint Fire Services defined as County, CLV, and NLV Fire Departments joint dispatch services; and

WHEREAS, the Parties desire to assign employees who are assigned to the Joint Fire Services and LVMPD to jointly occupy facilities; and

WHEREAS, the CLV has a lease agreement with the U.S. Bureau of Land Management to use Assessor’s Parcel Number (“APN”) 126-24-301-019 (lease N-76692) as a public safety facility (“BLM Land”); and

WHEREAS, the Parties have entered into a cost sharing agreement to construct a Joint Communication Facility (“JCF”) on the BLM Land .

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE 1: COVENANT OF OPERATION**

**1.1 Operating Costs and Contributions**

- (a) The Parties agree to share in the costs to operate the JCF to be located on AP Number 126-24-301-019 for the purposes of serving as a PSAP for the Parties.
- (b) The title to the JCF shall be held by the CLV. LVMPD shall be responsible for maintaining the site, to include the landscaping as shown in **Exhibit A – Landscaping**, and facility upon the commencement of construction and thereafter. LVMPD shall administer facility access to the JCF, issuing independent tenant access based on business need justification.

- (c) As part of the budget development process, LVMPD will plan for the operating costs of the JCF to include but not be limited to utilities, custodial and related routine maintenance services, as well as preventive maintenance. This proposed budget will be provided to County, the CLV, and the NLV prior to the January preceding the fiscal year in which the proposed budget is to be implemented. The Parties may request the addition of maintenance items during the budget development process in October of each year. When all Parties approve the proposed budget, the budget will be incorporated into the following fiscal year budget of a fund designated for capturing the revenue and expenditure related to operating the JCF. Costs between police and fire services will be allocated based on the percentage of call taker/dispatcher workstations dedicated to each. The portion dedicated to police services will be divided between the CLV and County according to the percentage for each entity in the current fiscal year funding formula for LVMPD's Operating budget. The portion dedicated to fire services will be divided according to the current percentage allocation under the Combined Communications Center agreement. LVMPD will conduct an annual audit to validate the number of workstations assigned to each participating entity each November.
- (d) Any participating entity may withdraw from this Agreement by providing not less than twelve (12) months' prior written notice to the other Parties. The withdrawing Party shall remain responsible for its proportional share of all operating costs, contractual obligations, and capital expenditures incurred or committed prior to the effective date of withdrawal. The remaining Parties shall, within ninety (90) days of the withdrawal notice, meet to amend this Agreement to adjust proportional contributions accordingly.
- (e) If additional entities wish to participate, this Agreement will be modified to include the proportional contribution from the additional entity(ies).

## **ARTICLE 2: COMMENCEMENT DATE; TERM OF AGREEMENT**

### **2.1 Term of Agreement**

This Agreement shall commence on the date first set forth above. The term of this Agreement shall be fifty (50) years. Parties shall have the right to use the JCF provided they are a party to the Operating Agreement. Parties may also utilize the facility located at 4591 W. Russell for PSAP operations according to their proportional representation of operational costs.

## **ARTICLE 3: MISCELLANEOUS PROVISIONS**

### **3.1 Entire Agreement**

This Agreement together with any attachments, contains the entire agreement among the Parties relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in this Agreement are of no force or effect.

### **3.2 Amendment and Termination**

Except as provided herein, this Agreement may be amended from time to time or terminated only upon mutual written agreement of the Parties hereto. Withdrawal under Section 1.1(d) shall not constitute termination under this Section.

### **3.3 Governing Law**

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada.

### **3.4 Review and Audit of Records**

LVMPD agrees to maintain records pertaining to all matters relevant to the construction of the JCF and account for the construction costs in accordance with Generally Accepted Accounting Principles. LVMPD agrees to permit CLV, NLV, and/or the County to inspect and audit its books and records relative to the construction of the JCF upon written request.

### **3.5 Dispute Resolution**

To the extent permitted under applicable law, any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the Parties, their officers, agents or employees, shall be submitted to neutral non-binding mediation prior to the commencement of litigation. The Parties shall act in good faith to select a mutually acceptable mediator and shall share the costs of mediation equally.

If the dispute or claim is resolved successfully through mediation, the resolution will be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, any Party may pursue legal or equitable remedies. Venue and jurisdiction for such action shall lie exclusively in the Eighth Judicial District Court, Clark County, Nevada. Nothing herein shall be deemed to waive any defenses available to the Parties under NRS Chapter 41 or other applicable law.

### **3.6 Further Assurances**

The Parties do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

### **3.7 Assignments**

No party may assign or delegate all or any part of this Agreement without the written consent of the Parties, and executed with the same formality as this original.

### **3.8 Notices**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To County:

Attn: County Manager's Office  
Clark County  
500 S. Grand Central Parkway, 6<sup>th</sup> Floor  
Las Vegas, NV 89155

To The CLV:

Attn: City Manager's Office  
City of Las Vegas  
495 S. Main Street  
Las Vegas, NV 89101

To the NLV:

Attn: Marie Leake  
City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 837  
North Las Vegas, NV 89030

To LVMPD:

Attn: Chief Financial Officer  
Las Vegas Metropolitan Police Department  
400 E. Martin L. King Blvd.  
Las Vegas, Nevada 89106

### **3.9 Waiver**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.

### **3.10 Limited Liability**

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

### **3.11 Force Majeure**

In the event of a force majeure event (e.g., natural disaster, governmental action, or other unforeseeable event), such obligations shall be suspended during the period of delay caused by the force majeure. The affected Party shall provide prompt written notice to the other Parties describing the nature of the event and the expected duration of the delay. The Parties shall work in good faith to mitigate the impact of the event and to determine the appropriate course of action, including whether costs incurred to preserve or restore operations will be shared proportionally in accordance with 1.1(c) of this Agreement.

### **3.12 Counterparts; Electronic Delivery**

This Contract may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart, each of which shall be an original and all of which shall together constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

CITY OF LAS VEGAS:

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk  
Date:

\_\_\_\_\_  
Shelley Berkley, Mayor  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney  
Date:

Council Action: \_\_\_\_\_, 20\_\_\_\_;  
Item # \_\_\_\_\_

ATTEST:

CLARK COUNTY:

\_\_\_\_\_  
Lynn Marie Goya, County Clerk

\_\_\_\_\_  
Michael Naft, Chair  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy District Attorney  
Date:

Board Action: \_\_\_\_\_, 20\_\_\_\_;  
Item # \_\_\_\_\_

ATTEST:

CITY OF NORTH LAS VEGAS:

\_\_\_\_\_  
Jackie Rodgers, City Clerk

\_\_\_\_\_  
Pamela Goynes-Brown, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Moore, City Attorney  
Date:

Council Action: \_\_\_\_\_, 20\_\_\_\_;  
Item # \_\_\_\_\_

Las Vegas Metropolitan Police Department

\_\_\_\_\_  
Kevin McMahon  
Date: