

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 CONSTRUCTION OF A JOINT COMMUNICATIONS FACILITY

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, 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 joint city-county agency and police department created pursuant to 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;

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 Clark County, City of Las Vegas, and North Las Vegas Fire Departments joint dispatch services; and

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

WHEREAS the City of Las Vegas has a lease agreement with the U.S. Bureau of Land Management to use Assessor’s parcel number 1264301019 as a public safety facility (the lease agreement is attached hereto and incorporated herein as **Exhibit A**); and

WHEREAS the Parties desire to construct a Joint Communication Facility (“JCF”) to, along with the facility located at 4591 W. Russell Road, Las Vegas, Nevada, serve as a secondary PSAP for Joint Fire Services and a primary PSAP for LVMPD.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1: COVENANT OF DESIGN; CONSTRUCTION; OPERATION

1.1 Construction Costs and Contributions

1. The Parties agree to share in the costs to construct the JCF to be located on Assessor’s Parcel Number 1264301019 for the purposes of serving as a PSAP for the Parties.
2. The title to the JCF shall be held by the CLV, while LVMPD will be responsible for bidding construction of the JCF in coordination with the other Parties.
3. On or before advertising the bid for constructing the JCF, (estimated early to mid-2025), the Parties agree to transfer to LVMPD, the below allocated portion of the estimated construction costs of Forty Million Dollars and 00/100 (\$40,000,000.00) plus a five percent (5%) contingency

of Two Million Dollars and 00/100 (\$2,000,000.00) for a total cost of Forty-Two Million Dollars and 00/100 (\$42,000,000.00). The Parties' contribution will initially be based on the number of call center workstations designated between LVMPD and Joint Fire Services. The LVMPD portion of the contribution will be provided by CLV and County based on the FY25 statutory funding formula provided by NRS 281. The Joint Fire Service contribution will be provided by CLV, NLV, and County based on a percentage split under the operating agreement for Joint Fire Services. The following contribution allocation ensures an equitable share of the cost of the JCF based on each Party's use of the facility:

PSAP SERVICE / AGENCY	ALLOCATION %	CONTRIBUTION
LVMPD	65.9% of workstations	
CLV	34%	\$ 9,414,222
County	66%	\$ 18,274,667
Total LVMPD contribution	100%	\$ 27,688,889
Joint Fire Services	34.1% of workstations	
CLV	37.13%	\$ 5,313,715
County	52.73%	\$ 7,546,249
NLV	10.14%	\$ 1,451,147
Total Joint Fire Services contribution	100%	\$ 14,311,111
Total Contribution		\$ 42,000,000

4. In the event of cost overruns, the Parties will meet within 30 days of identification of the excess costs to agree on the allocation of the additional funds based on the percentages outlined in Section 1.1.
5. Before the transfer of construction funds to LVMPD, the Parties shall have entered into a Shared Facility Operating Agreement (Operating Agreement). The Operating Agreement shall include a term that is commensurate to the capital investment provided by each Party and may include a buyout provision should any Party elect to terminate use of the JCF and withdraw from the Operating Agreement.
6. If additional entities wish to participate, the Agreement will be modified to include the proportional contribution from the additional entity(ies).

1.2 Planning and Design

1. The plans and specifications for facility improvements, preliminary and final, shall be reviewed and approved collectively by the Parties. Each Party shall not unreasonably withhold, delay or condition such approval and, in the event of disapproval, the disapproving Party shall give to the other Parties an itemized statement of reasons for disapproval within fourteen (14) working days after the plans and specifications are submitted to the other Parties.
2. Design and operational representatives from the Parties will be included in all related communication and meetings related to the JCF to include design, bid, and construction related meetings.

1.3 Operations

1. The Las Vegas, Metropolitan Police Department shall be responsible for maintaining the completed facility with the issuance of the Certificate of Occupancy. The costs for facility

maintenance will be allocated based on the percentage of dedicated PSAP workstations used by each Party.

2. The Parties who share in the construction costs and execute the Operating Agreement shall be entitled to use the JCF for PSAP purposes.
3. The Parties agree to work toward establishing shared call management and Computer Aided Dispatch systems by utilizing the same systems by all Parties.
4. The Parties agree to present to their respective governing Boards/Council a resolution supporting the levy of 911 surcharge. If imposed by the Board of County Commissioners, the Parties agree to support the use of the revenues to, in part, purchase furniture, fixtures, and equipment, and technology related to the JCF.

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 between 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.

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 to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator and agree to share equally in its costs. 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, the mediator shall provide written notice to the Parties and the Parties may then proceed to seek an alternative form of resolution afforded to them by 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

Neither 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 Clark County:

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

To The City of Las Vegas:

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

To the City of North Las Vegas:

Attn: City Manager's Office
City of North Las Vegas
2250 Las Vegas Blvd. North
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), the Parties agree to negotiate in good faith to determine the appropriate course of action.

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

Richard "Tick" Segerblom, 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:

City Attorney
Date:

Council Action: _____, 20____;
Item # _____

Las Vegas Metropolitan Police Department

Kevin McMahon
Date: