

INTERLOCAL AGREEMENT  
BETWEEN  
CLARK COUNTY  
AND  
LAS VEGAS METROPOLITAN POLICE DEPARTMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of NRS 277.180 by and between the County of Clark ("County") and the Las Vegas Metropolitan Police Department ("LVMPD").

W I T N E S S E T H:

WHEREAS, the County, through its Automotive Division, and LVMPD wish to enter into this agreement for the purpose of setting parameters for the receipt of fuel by LVMPD personnel from the County's fuel yards during declared emergencies; and

WHEREAS, NRS 277.180 allows any two public agencies to enter into an Interlocal for the joint use of facilities;

NOW, THEREFORE, the parties agree as follows:

1. Emergency Defined.

An emergency is an incident that is agreed upon by both parties to be an emergency or one that is declared by the governor of the state and retail fuel stations are unavailable.

2. Facilities Available.

In the event of an emergency as defined above, personnel of LVMPD will have access to the following County facilities for the purpose of receiving ground fuel necessary for LVMPD operations:

- 4241 Stephanie Rd Las Vegas, NV 89122 (Stephanie Automotive. Flamingo/Stephanie)
- 2601 E. Sunset Rd. Las Vegas, NV 89210 (Sunset Park, Sunset/Eastern)
- 4701 W. Russell Rd. Las Vegas, NV 89118 (Building Dept, Russell/Oquendo)
- 500 Grand Central Pkwy, Las Vegas, NV 89122 (Government Center, Grand Central/Bonneville)
- 11357 North Decatur, North Las Vegas, NV 89131 (Shooting Park, North Decatur/Iron Mountain)
- 6685 W. Flamingo Rd, Las Vegas, NV 89103 (Fire Station 22, Flamingo/Rainbow)

### 3. Procedure for Access.

LVMPD may access the above County fueling station, as directed by County Automotive during the operational hours of that station with any of the ten (10) fuel cards and ten (10) access badges that shall be issued to LVMPD. LVMPD is responsible for control over these items and will be liable for any and all charges incurred on these fuel cards. They are not for use at any retail location. LVMPD will call 702-455-8513 and request access and shall be directed to which stations they may draw fuel from. This number is answered 24/7.

See Attachment 1 for instructions on how to use the fuel card & access badge at any County fuel site and the operational hours of each fuel site location.

### 4. Limits.

LVMPD will be limited to no more than 2,000 gallons of unleaded and 1,000 gallons of diesel fuel per day. If the emergency fuel service is anticipated to exceed 1 week, it will require authorization from the County Manager. LVMPD will be instructed as to which stations; they may obtain fuel from.

County reserves the right to impose stricter limits and what fuel sites may be used should the fuel supply to the Las Vegas valley be disrupted.

### 5. Reimbursement for Access.

LVMPD agrees to reimburse the County for the cost of all fuel provided to LVMPD personnel under this agreement at the rate that the County charges all entities for fuel, plus an administrative fee of \$.10 per gallon dispensed. The County will send an itemized request for reimbursement for all fuel utilized during the declared emergency directly to the following address:

Las Vegas Metropolitan Police Department  
Accounting Section  
3141 East Sunrise  
Las Vegas, NV 89101

A report shall be provided to LVMPD showing which card was used, product, quantity, price per gallon, total price and the location per transaction. Billing will be sent to LVMPD within approximately 45 days of the transactions. LVMPD will reimburse the County for emergency fuel used within 30 days of receipt of the fuel reimbursement request. Both parties agree this time requirement to be flexible should the nature of the emergency disrupt either agencies accounting/billing capabilities.

## 6. Notices.

Except as otherwise provided herein, any notices required to be provided to a party under this agreement shall be hand delivered, or deposited in the U.S. Mail, postage prepaid, and addressed as follows:

County: County of Clark Automotive Department  
Attn: David W. Johnson  
4241 Stephanie Street  
Las Vegas, Nevada 89122

LVMPD: Las Vegas Metropolitan Police Department  
Attn: Emergency Manager, Rachel Skidmore  
400 S MLK Blvd Building B  
Las Vegas, Nevada 89106

## 7. Mobile Fuel Support.

During County Automotive's regular hours of operation mobile fuel support may be provided at a cost of \$79.00 per hour plus the cost of fuel and \$0.10 administration cost per gallon. Time will be calculated from the time of dispatch of fuel truck until it returns to Stephanie Street Automotive. This support would only be provided to equipment that would not be feasible (i.e. light cart) to be taken to a fueling location. Any fueling will be documented on a fuel slip and LVMPD will be provided with a copy of this transaction when the bill is submitted. This support will be provided by Clark County within 4-hours of being notified for a request of emergency fuel.

Any mobile fuel support requested outside of County Automotive's normal hours of operation shall be at a cost of \$237.00 for the first hour and \$79.00 per each additional hour. Fuel cost will remain the same, the actual cost of fuel and the \$0.10 per gallon administrative cost.

County Automotive current operating hours are Monday thru Thursday 0500-1500hrs. For mobile fuel support call 702-455-8513.

## 8. Testing of Interlocal Agreement.

Testing of this Interlocal Agreement will be completed on an annual basis at each of the six Clark County locations. Testing will be done during normal operating hours and the issued fuel cards will be utilized to ensure that each location is accessible, and the cards are working. LVMPD will be billed in accordance with Section 5 of this agreement.

9. Effective Date and Termination.

The date of the last signature of a party affixed hereto is the effective date of this agreement. The agreement will remain in effect until terminated by either party upon ninety (90) days written notice.

10. No Intent to Benefit Non-Parties.

The purpose of this agreement is to work cooperatively for the benefit of each party specifically named hereto. Nothing in this agreement is intended to or shall be construed as for the benefit of any other entity or person, including but not limited to individual LVMPD personnel, and nothing in this agreement shall be construed as intending to create an agency relationship between the parties hereto. Each party remains responsible for its own actions and omissions, and for that of their officers, employees, and agents.

11. Amendments.

This agreement may be amended by the parties by written agreement specifically referencing this agreement and executed with the same formalities as attended this agreement.

12. Entire Agreement.

This agreement sets forth the entire understanding between the County and LVMPD concerning the fueling of LVMPD vehicles during emergencies, and there are no other agreements either oral or written other than as set forth in this agreement.

13. Governing Law.

This Interlocal Agreement will be governed by and construed in accordance with Nevada law.

In WITNESS WHEREOF, the parties have executed this agreement as of the day and year last written below.

*Signatures on the next page*

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Marilyn Kirkpatrick, Chair

Attest:

\_\_\_\_\_  
Lynn M. Goya, Clerk

LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT

\_\_\_\_\_  
JOSEPH LOMBARDO, Sheriff

Approved as to form:

STEVEN B. WOLFSON  
DISTRICT ATTORNEY

By:   
Lisa Logsdon, Deputy District Attorney

## ATTACHMENT 1

### CLARK COUNTY FUELING SITES & INSTRUCTIONS

#### 1. County fueling station locations:

- a. **Sunset Park Fueling Station** – Sunset Park 2601 E. Sunset Road, Las Vegas 89120 (southeast area of Sunset Park);  
**\*\*OPEN 24 HOURS\*\* (Gasoline and Diesel fuel are available at this site)**
- b. **Government Center Fueling Station** – 500 S. Grand Central Pkwy, Las Vegas NV, 89155 (on far east side of employee parking area)  
**\*\*OPEN 24 HOURS\*\* (Gasoline and Diesel fuel are available at this site)**
- c. **Clark County Automotive Fueling Station** - 4241 Stephanie St., Las Vegas, NV, 89122 (on the right side of Stephanie St. after turning right off of Flamingo Rd.) **\*\*OPEN 24 HOURS\*\* (Gasoline and Diesel fuel are available at this site)**
- d. **Fire Station 22 Fueling Station** – 6685 W. Flamingo Road, Las Vegas, NV 89103 (south side of Flamingo road and in lot next to Fire Station 22)  
**\*\* OPEN 24 HOURS\*\* (Gasoline and Diesel fuel are available at this site)**
- e. **Russel Fuel Station** – 4701 W. Russell Road, Las Vegas, NV 89118 (Corner of Ollom and Oquendo, Southwest corner of Building Department)  
**\*\* OPEN 24 HOURS \*\* (Gasoline and Diesel fuel are available at this site)**
- f. **Clark County Shooting Park Fueling Station** - 11357 North Decatur Blvd, Las Vegas, NV 89131 (north of Horse Drive on Decatur Blvd., at entrance of shooting park by warehouse) **\*\*OPEN 8:00am-10:00pm Wednesday & Thursday, 8:00am-5:00pm Friday–Tuesday\*\* (Gasoline and Diesel fuel are available at this site)**

2. Go to the Kiosk (Blue pedestal with stainless steel top) at the fueling station (located between or next to the pumps).
3. Enter pump number at the Kiosk and push ‘Enter’. Ensure that you have selected the correct pump number based on the required type of fuel.
4. Insert and immediately remove gas card/fleet card with magnetic strip up.
5. Insert and immediately remove County-issued Employee Badge with magnetic strip up.
6. The screen will say ‘Authorizing’ and that your pump number is ‘Ready’. This message appears quickly and then resets to the beginning screen. You are now able to begin the fueling process.

7. Go to the pump number selected, remove the gas nozzle, enter nozzle in tank. To begin fueling, you will need to pull down or flip up the lever to the on position at the dispenser. Dispenser will automatically turn off when fuel tank is full. When complete remove nozzle from vehicle and push up on lever or flip lever down to turn off dispenser then put nozzle back in holder.
8. You are not required to obtain a receipt, and none will be provided when using these fueling stations.