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 ("Metro").

WHEREAS, the County, through its Automotive Division, and Metro wish to enter into this agreement for the purpose of setting parameters for the receipt of fuel by Metro 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.

2. Facilities Available.

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

- 4241 Stephanie Rd Las Vegas, NV 89122 (Flamingo/Stephanie)
- 2601 E. Sunset Rd. Las Vegas, NV 89210 (Sunset/Eastern)


If such an emergency occurs, Metro personnel may utilize the Stephanie Facility during business hours (Monday-Friday / 0400 - 0000 hrs) and the Sunset Facility
during business hours (Monday-Friday / 0600-1430). Metro personnel, who provide proof of their current employment classification and status with Metro, will coordinate with on-duty County Automotive personnel and request authorization to access County fuel. During non-business hours Metro personnel will call (702) 455-8513 for an emergency response/fuel access. If Metro desires that limits be placed upon the classifications of personnel which may gain such access, Metro shall timely provide the County with written notification of such limitations and the nature of the identification which shall be considered acceptable identification. In the event that Metro authorizes its personnel to fuel their personal vehicles under this agreement, for the purpose of facilitating such vehicles in the course of scope of addressing emergencies including transportation to and from work, Metro shall so notify the County. Metro remains liable for the cost of any such fuel dispensed to personal vehicles, regardless of whether the personnel have agreed to be responsible for such costs.

After authorization has been granted, County Automotive personnel will manually fuel and document all Metro emergency vehicles. This documentation will be completed on a County Manual Fueling Documentation sheet, and will contain the personnel name and vehicle ID. The County employee will then provide Metro personnel with a copy of the documentation sheet.

4. Reimbursement for Access.

Metro agrees to reimburse the County for the cost of all fuel provided to Metro personnel under this agreement at the rate that the County pays for said 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

Metro will reimburse 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.
5. 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

Metro: Las Vegas Metropolitan Police Department
       Attn: Lt. Dennis Domansky
       6830 S. Bermuda
       Las Vegas, Nevada 89119

6. 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 by either party upon ninety (90) days written notice.

7. 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 Metro 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.

8. 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.
9. Entire Agreement.

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


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.

County:

_______________________________
RORY REID, Chairman

Attest:

____________________________
Shirley B. Parraguirre, Clerk

Metro:

____________________________
DOUGLAS GILLESPIE, Sheriff

Attest:

____________________________
Annamarie Robinson, Clerk

Approved as to form:
David Roger
District Attorney

By: ______________________
   Deputy District Attorney