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INTER-LOCAL AGREEMENT

FOR FIRE ALARM RELATED SERVICES

THIS AGREEMENT, made and entered into this 1st day of June, 1992, by and among the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter "LAS VEGAS"), the CITY OF NORTH LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter "NORTH LAS VEGAS"), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter "CLARK COUNTY"),

W I T N E S S T H:

WHEREAS, LAS VEGAS, NORTH LAS VEGAS and CLARK COUNTY (hereinafter "the parties") are the governmental entities responsible for providing fire and rescue services to residents within their respective jurisdictional boundaries; and

WHEREAS, part of this responsibility requires the proper dispatch of fire suppression and rescue units in response to calls requesting such fire suppression and rescue services; and

WHEREAS, NRS 277.180(2)(a) authorizes any two or more governmental entities of the State of Nevada to enter into an inter-local agreement for the joint use of any fire alarm system; and

WHEREAS, pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes, the parties have entered into agreements dated April 4, 1973, September 14, 1977, and June 6, 1984, establishing a combined communication system ("System") and a combined communication center ("Center") operated and supervised by the Department of Fire Services of LAS VEGAS; and

WHEREAS, the purpose of this Agreement is to supersede and replace the previous agreements as to the operation of the System and the Center;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to centralize and economize the dispatching functions of the parties for the purpose of receiving all incoming calls for fire, emergency medical and other related services emanating from within the jurisdictional boundaries of the parties, and to dispatch the necessary fire suppression, rescue or other emergency medical units in response to such incoming calls and to prepare the maps necessary for the dispatch of such equipment.

Section 2: Definitions

2a. "Center" - Combined Communications Center located at 500 North Casino Center that is used primarily for the purpose of dispatching the emergency equipment of the parties. This includes the space occupied for purposes that are for the benefit of all the parties, i.e., the administration of the Center and the necessary storage of materials. Also included are all items of equipment, devices, computers, radios or control units that are used for joint dispatching of equipment of all parties regardless of the ownership.

2b. "System" - Combined Communications System, including the Center and all devices, transmitters and other equipment that is used in common for the dispatch or communications with the stations, vehicles and personnel of the parties when engaged in the response to emergencies. Excluded is the equipment or devices installed in vehicles, facilities or issued to the personnel of individual parties such as mobile portable radios,

paggers, and mobile data terminals, as well as any radio frequency and its supporting transmitter that are held for the individual use of any of the parties.

Section 3: Board of Directors

3a. The Fire Chiefs of each of the parties will operate as a Board of Directors ("Board") of the Center and System. The function of the Board is to review and adopt, if appropriate, policy decisions recommended by the Operations Committee (see, Section 5) to review and present to their respective governing bodies an annual tentative budget for the Center and System, and to review and approve, if appropriate, the expenditure of funds not requiring express approval of the governing bodies of the parties.

Chairmanship of the Board

3b. The Chairmanship of the Board shall rotate annually. The Board shall elect the Fire Chief that will serve as Chairman for the year immediately following the date of this Agreement. In the following year the Board shall also elect the Chairman. For each following year, the Chairmanship shall rotate in the order as established.

Voting Authority

3c. Each of the parties shall have one vote on all matters subject to joint approval and such vote is to be exercised by the Chief of the Fire Department or his designee authorized in writing. Three concurring votes will constitute official action by the Board.

Meeting and Agenda

3d. A meeting of the Board shall be convened on the first Tuesday of each month at 1:00 P.M. at the Center to consider necessary items and make appropriate decisions. Special additional meetings may be held as necessary, subject to the call of the Chairman or any two members of the Board.

3e. The regularly scheduled meeting for December each year shall be for the purpose of considering the budget for the coming contract year. The Communications Supervisor shall present a tentative budget to the Board at this meeting. At the regularly scheduled meetings in January, April, July and October, the Communications Supervisor shall submit a summary of the costs and expenses of the system operation for the previous three-month period to the Board for their review.

Matters Subject To Joint Approval

3f. The following matters involving the operation of the Center and System are subject to joint approval of the Board including all items related thereto:

- . Goals and objectives of the System;
- . Operating procedures and policies;
- . Budgets and expenditures, including authorized personnel salaries;
- . Capital item acquisitions;
- . Facilities improvement; and
- . System hardware and software maintenance.

Section 4: Funding

Operating Budget

4a. The operating budget shall be prepared and submitted annually by the Communication Supervisor in accordance with Section 3.

4b. The budget shall be prepared in a line item format.

4c. All accounts exceeding \$1,000 shall have an appropriate line item justification schedule attached.

4d. Any grants or revenues derived from providing service to any other agency or

organization shall be applied against the cost and expenses prior to this apportionment.

4e. Costs and expenses which are considered to be shared are those incurred for the benefit of all the parties and include the following:

- . Authorized Center personnel salaries and benefits;
- . Utilities and maintenance of the Center or the remote communication sites that are deemed to be an integral part of the system;
- . Maintenance of System equipment;
- . Authorized capital expenditure;
- . Repairs to System; and
- . Other approved budgeted categories necessary for the operation of the System.

4f. Each party shall bear its own costs of services or equipment that is incurred solely of the benefit of an individual party, i.e., telephone lines to individual stations, long distance phone calls.

4g. The costs and expenses of operating, maintaining and repairing the system will be apportioned among the parties on the basis of the number of incidents occurring within each party's jurisdiction divided by the total number of incidents occurring in all parties' jurisdictions. This shall be determined on a calendar year basis, based on the incidents arising during the previous calendar year.

4h. Upon acceptance by the Board, the Fire Chiefs shall submit the tentative budget to their respective governing bodies for approval prior to March 31 of each year.

4i. Any expenditure which exceeds the annual approved budget must be approved by the Board subject to the operational guidelines within each party's jurisdiction. All matters of acquisition and contracts shall be in accordance with Chapter 332 of the Nevada

Revised Statutes.

4j. No party may receive reimbursement for an expenditure for the System or Center unless it receives appropriate approval from the other parties for that expenditure.

Billing

4k. The Board shall review the costs and expenses of operating, maintaining and repairing the System on a quarterly basis. Upon approval of the Board, these quarterly costs and expenses will be apportioned among the parties as described in Section 4g, and the LAS VEGAS shall invoice each other party for their proportionate share.

4l. Payment to LAS VEGAS shall be made within thirty (30) days of receipt of invoice.

Communications Equipment Fund

4m. The Communication Supervisor shall prepare a listing of the capital equipment items owned by the System, their projected life expectancy and current replacement cost at the Board meeting in December of each year. The Board shall establish the final list of equipment, approve the projected life expectancy and verify the replacement cost. The amount each party should request in its capital plan shall be determined by applying the formula derived for the operating budget in this section against the total annual contribution and shall be submitted to each party's governing body for inclusion in the capital plan within the proper time frame.

Reports and Audits

4n. Any party may request an audit or review of any expense, cost, budget or statistic by submitting its request to the Board in writing. The Board shall arrange the availability

of the information so requested within thirty (30) days from the receipt of such request. LAS VEGAS shall provide access to any records requested by the Board.

Section 5: Operations Committee

5a. There shall be an Operations Committee consisting of the Fire Chiefs or their designees, the Communication Supervisor and one representative from any other agency or organization that contracts for service from the System.

5b. The Committee shall prepare and submit to the Board those operational procedures necessary for the dispatching of emergency equipment.

5c. The responsibilities assigned to the Center, dispatching procedures, radio codes, situation codes and all other communication codes or protocol shall be standardized for all the parties or to any other agency or organization that may contract dispatch services from the System.

Section 6: Computer Aided Dispatch

6a. Upon implementation of the Agreement, the McDonnell-Douglas Computer Aided Dispatch (CAD) System shall be utilized by the Center for the purpose of receiving reports of incidents and the dispatch of the emergency units of the parties.

6b. An interface will be provided so that data generated or needed by the CAD System is transferred on a real-time basis to or from the Burroughs Computer System.

6c. The Center shall bear the costs of the maintenance of the hardware and software utilized for CAD.

6d. Each party shall bear its own costs for the maintenance of the hardware and software utilized for records management.

6e. Should the computers not perform to the satisfaction of the Board, they may

direct their replacement or other such alternate action, as required. Nothing in this section shall limit the discretion of the Board to replace or choose new equipment as needed. Ownership in the CAD System shall remain with CLARK COUNTY.

Section 7: Personnel Rights

7a. The Center shall be staffed by LAS VEGAS personnel who are under the supervision of the Las Vegas Fire Chief or his designee and shall consist of the positions authorized by the Board.

7b. All Center personnel shall be considered employees of LAS VEGAS at all times and shall be entitled to all the rights and protection afforded such employees.

Section 8: Indemnification and Liability

8a. In the event that a third party files a claim alleged to arise out of or related to the operation of the System or Center under the terms of this Agreement, each party shall have a right of contribution for liability as against the other parties to the extent that and in the same proportion as the contributing party funded the System and Center during the year in which the act giving rise to the claim is alleged to have occurred. Each party shall equally share in the cost of defense of such claims. No other right of contribution shall exist.

8b. Further, no right of contribution shall exist for a party for damages resulting from the willful misconduct of that party's employee. Willful misconduct does not include negligence or gross negligence.

8c. Nothing in this provision shall be construed to confer upon an employee of a party any greater rights to defense and indemnity from his or her employer than that provided such employee under Chapter 41 of the Nevada Revised Statutes.

Section 9: Duration

This Agreement shall be effective on June 1, 1992, and shall continue in force and effect until June 30, 1993, and shall continue as a yearly contract until terminated by the parties as provided in Section 10.

Section 10: Termination

10a. Any party has the right to withdraw from this Agreement by providing express written notice to the other parties prior to December 31 of each year.

10b. Such notice must be approved by the respective governing body, i.e., Clark County Board of Commissioners, City of Las Vegas City Council, and North Las Vegas City Council.

Section 11: Applicable Law

This Agreement shall be interpreted under the laws of the State of Nevada, including but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes.

Section 12: Modification or Amendment

This Agreement may not be modified or amended except by express written agreement, duly authorized and executed by the appropriate representatives of the governing bodies of each of the parties. Any other attempt at modification or amendment shall have no force or effect, and may not be relied upon by any of the parties.

Section 13: System Assets

Ownership of any item of equipment acquired for use in the operation of the System and Center shall remain with the party purchasing such equipment, if purchased solely by that party. If purchased with joint funds of the parties, ownership shall be divided among the purchasing parties in the proportion that each party contributed toward the purchase.

Upon the withdrawal of any party, the withdrawing party shall request the remaining parties to purchase the withdrawing party's interest in jointly owned equipment at the rate of the purchase price minus depreciation and abnormal damage, if any. Should the remaining parties not wish to purchase the withdrawing party's interest in any jointly-owned equipment, such equipment shall be disposed of as provided in Chapter 332 of the Nevada Revised Statutes, and the proceeds divided among the parties in proportion to their original contribution.

Section 14: Notice

Any time under this Agreement that notice must be given to a party, notice shall be deemed given when deposited in the U.S. Mail, postage prepaid, or when hand delivered, and directed to the appropriate party as follows:

LAS VEGAS:	City Manager 400 E. Stewart Avenue Las Vegas, Nevada 89101
NORTH LAS VEGAS:	City Manager 2626 E. Carey Avenue North Las Vegas, Nevada 89030
CLARK COUNTY:	Fire Chief 575 E. Flamingo Road Las Vegas, Nevada 89119

Section 15: No Intent To Benefit Non-Parties

No party intends to benefit any person who is not named as a party to this Agreement, to assume any special duty to supervise the operations of another party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

BY:

Kathy Tighe
KATHY TIGHE
CITY CLERK

CITY OF LAS VEGAS

BY:

Jan Laverty Jones
JAN LAVERTY JONES
MAYOR OK 5-21-92 RAW

ATTEST:

BY:

Eileen M. Sevigny
EILEEN SEVIGNY
CITY CLERK

CITY OF NORTH LAS VEGAS

BY:

James K. Seastrand
JAMES SEASTRAND
MAYOR

ATTEST:

BY:

Loretta Bowman
LORETTA BOWMAN

COUNTY OF CLARK

BY:

Jay Bingham
JAY BINGHAM 5/19/92
CHAIRMAN
BOARD OF COUNTY
COMMISSIONERS

BY:

Mary Miller
MARY MILLER
DEPUTY DISTRICT ATTORNEY