

**INTERLOCAL AGREEMENT FOR FACILITIES FOR
THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT**

This Interlocal Agreement, made and entered into effective the 7TH day of May, 2008, by and between the County of Clark, a political subdivision of the State of Nevada (hereinafter "County"), and the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City").

WITNESSETH:

WHEREAS the County and City (collectively the "Parties" and individually a "Party") are the governmental entities responsible for providing police services within their combined jurisdictional boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (hereinafter the "Department") in accordance with NRS Chapter 280; and

WHEREAS NRS 280.350 acknowledges the issue of real property acquired for the use and benefit of the Department following such merger, but does not provide details as to the exact method by which such real property is to be acquired and owned; and

WHEREAS NRS 277.180 provides that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion and protection of the safety, welfare and property of the inhabitants of the Parties; and

WHEREAS the parties now desire to enter into such an interlocal agreement concerning future acquisition and construction of facilities of the use and benefit of the Department in carrying out its mission to preserve the safety, welfare, and property of the inhabitants of the Parties' combined jurisdictions;

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the County and the City do hereby agree as follows:

1. **Planning and budgeting.** The Parties shall jointly plan and budget for the Department's future facilities in time to include any expense required by this Agreement to be included in each Party's annual budget for the fiscal year in which the expenses are to be paid.

2. **Supplemental Interlocal Agreements.** In the event that the Parties agree to acquire, construct or remodel a proposed Department facility, the Parties shall execute a Supplemental Interlocal Agreement with respect to each such future Department facility, setting forth the specific details as to the funding, payment amounts and dates, design/bidding and construction of the facility in question, the Party responsible for letting the construction contract, and any other matters specific to the facility in question that the Parties may desire but which are not addressed in this Agreement.

3. **Ownership of Land and Facilities.** Except as may be modified pursuant to the terms of any supplemental agreement entered into by the Parties under Section 2 above, this provision governs the financial obligation and ownership of future facilities. The Parties agree to use their best efforts to acquire land at no cost for all future Department facilities, to acquire the facilities themselves at no cost, or to have such facilities constructed and/or donated by land developers through development agreements or other legal means, whenever feasible. In such cases, the title to the real property and/or facilities so acquired will be conveyed to the Party that acquired the land and/or facilities. If the acquisition of land or the construction of facilities is funded by both Parties, the land shall be held as tenants in common with ownership in proportion to the relative contributions of the Parties to the acquisition and construction costs. The costs of acquisition and construction, unless otherwise modified in an interlocal entered into pursuant to Paragraph 2, shall be allocated in the same proportion as the Parties' funding apportionment plan for Department expenses calculated pursuant to NRS 280.201 (hereinafter the Funding Formula) for the year in which the land is acquired or the construction contract for such improvements is executed, respectively.

In the event that the former Clark County Courthouse located at 200 Carson Street is utilized for a Department facility, the parties shall own the real property in the proportion of a 2/3 undivided interest for the County and a 1/3 undivided interest for the City, with any improvements thereon being owned pursuant to the Funding Formula as set forth above.

Each Party shall retain ownership of any real property it currently owns on which Department facilities have been constructed or which are currently being utilized by the Department, with the improvements being owned in the same proportion as the Parties paid for said improvements.

4. **Apportionment of Costs.** Unless otherwise agreed to in a supplemental interlocal agreement referenced in Section 2 above: (1) the costs to be apportioned include the costs expended by a Party to make land it previously acquired suitable for the construction of a jointly funded facility, including but not limited to offsite improvements, drainage or soils studies, and similar costs; (2) each Party shall pay its proportionate share of the costs of new or remodeled Department facilities, as set forth above; (3) the Party letting and awarding the construction contract shall bill the other Party hereto ("noncontracting Party") for that Party's proportionate share of the costs, provided, however, that the noncontracting Party shall not be responsible for any change orders unless such orders have been expressly approved in writing by the noncontracting Party; and (5) in the event a Party issues bonds to fund Department facilities on behalf of the Parties and the other Party pays its share of the debt service for the facility over a period of years, the debt services shall be apportioned pursuant to the Funding Formula in effect at the time the bonds are issued.

5. **Enterprise Area Command.** With respect to the construction of the Department's proposed Enterprise Area Command Center (the "EAC"), the City shall contribute its share of the construction costs pursuant to the Funding Formula as set forth

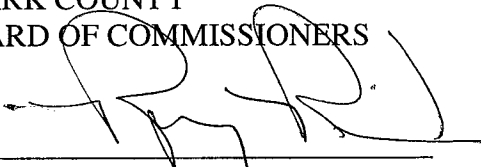
above, less a credit for the amount of the County's share of the Downtown Area Command ("DTAC") based on the Funding Formula for FY 04, which credit is agreed to be the amount of \$2,363,537.00. The County shall be entitled to an equity interest in the EAC in proportion to its contribution to the costs of construction of that facility.

6. **Space Requirements Satisfied.** The Parties agree that they have fulfilled their respective space requirements for the Department to date as required by law, and pursuant to this Agreement, the Parties shall remain in compliance with all such statutory requirements. Other than as set forth in this Agreement, the Parties shall not make any claims for further credit or payment for any Department facility constructed prior to the effective date hereof.

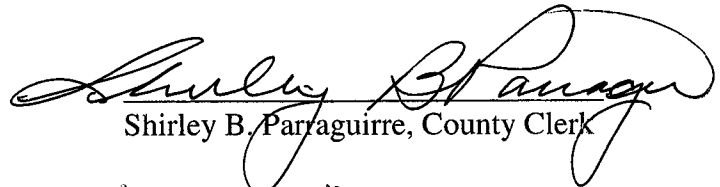
7. **Termination, Modifications, Extension.** This Agreement shall terminate on June 30, 2016 unless extended and/or amended by the Parties; however, any termination of this Agreement shall only affect Department facilities acquired or constructed after such termination and shall not affect issues related to Department facilities resolved by this Agreement.

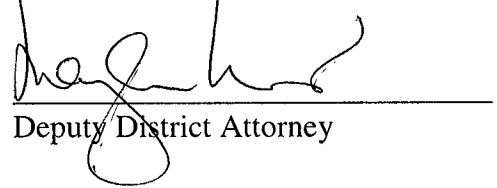
This Agreement will commence upon its approval and signature below by the last Party to approve and sign the Agreement, which date shall be entered on the first page hereof as the effective date of this Agreement.

CLARK COUNTY
BOARD OF COMMISSIONERS

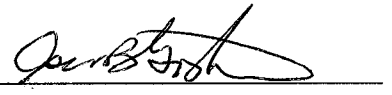
By: 
Rory Reid, Chairman
Date: 3/18/08

Attest:

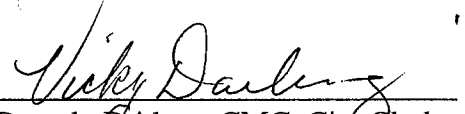

Shirley B. Parraguirre, County Clerk

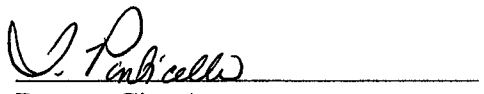
Approved as to form:

Deputy District Attorney

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor
Date: 5/7/08

Attest:


~~Beverly Bridges, CMC, City Clerk~~
By Vicky Darling
Chief Deputy City Clerk

Approved as to form:

Deputy City Attorney