

**INTERLOCAL
AGREEMENT BETWEEN:
The City of Las Vegas Fire & Rescue
The Las Vegas Metropolitan Police Department
All Regional Multi Agency Operations and Response
ARMOR**

This Inter local Agreement, (hereinafter referred to as "Agreement") among the City of Las Vegas Fire & Rescue ("LVFR") and the Las Vegas Metropolitan Police Department ("LVMPD"), hereinafter known collectively as the "Parties," for the purpose of developing a multi-agency all-hazard and terrorism prevention task force ("ARMOR") to prevent and detect acts of terror, respond to and investigate chemical, biological, radiological, nuclear and explosive incidents where there is criminal intent.

PURPOSE AND MISSION:

The purpose of this Agreement is to formalize the operations of ARMOR. The Parties recognize that a regional approach to critical incidents will enhance public safety in the metropolitan area of Las Vegas and Clark County, by responding and combining the equipment, personnel, expertise, and other resources of the Parties in order to prevent acts of terror and respond to all hazardous and/or terrorist-related incidents, including but are not limited to the following: chemical, biological, radiological, nuclear, explosive, and incendiary incidents.

ARMOR will operate under the National Incident Management System (NIMS), and have the following responsibilities when responding to All Hazardous Incidents: complete and thorough investigations of all incidents, including investigation of suspected criminal activity, forensic crime scene investigation, and prosecution support for cases arising out of those incidents, timely assessment of suspicious substances, proper handling of Haz-Mat incidents (criminal intent), proper disposal of unsafe material, render-safe and mitigation of all explosive related incidents.

MANAGEMENT:

Decision-making or operations and the future course of ARMOR shall be to the greatest extent possible made by consensus and shared among the Parties ensuring that no Party will act unilaterally.

The overall management responsibilities for ARMOR will be the joint responsibility of the Fire Chief of LVFR and the Sheriff of Clark County, who will represent the Executive

Board. Each member of the Executive Board will designate a representative from his/her agency to sit on the Management Board, consisting of the Captain of LVMPD Homeland Security Bureau and the Deputy Chief of Homeland Security for LVFR. Additionally, each Party shall designate a supervisor who shall provide day-to-day supervision.

Day-to-day supervision of ARMOR will be shared among the supervisory personnel of LVFR and LVMPD. Periodic briefings on the status of incidents and investigations will be given to the Management Board. Operational issues will be mutually addressed and agreed upon by the assigned supervisors. If problems arise which cannot be agreed upon or resolved, the concern will be brought to the Management Board. If an agreement cannot be reached at that level, the concern will then be brought to the Executive Board for a decision. It is agreed, however, that operational issues and problems should be addressed at the lowest possible level whenever possible.

OPERATIONAL MANAGEMENT:

The Parties will direct operations and investigative efforts in a manner that will maximize public safety. Each incident will be addressed with the full available resources of all participating agencies, as needed. Operational procedures, rules, and regulations will be drafted by the supervisors of ARMOR based upon mutual agreement of the Management Board in order to promulgate the appropriate tactical and deployment guidelines.

Parties understand the FBI is designated as the lead agency for all WMD/CBRNE incidents (Presidential Decision Directive 39-PDD39). Parties agree to follow all directives, laws, guidelines and procedures to enhance safety and mitigation efforts.

Parties agree to follow NIMS guidelines. Parties agree that an effective command structure and location will be established at each incident to enhance effective operations and contingencies in preparation for a catastrophic event.

COMMUNICATIONS and NOTIFICATIONS

The Parties agree that radios, cell phones and pagers shall be utilized to communicate to the greatest extent possible by and between all Parties responding to an event to enhance response timeliness and incident management. I TAC/I CALL capabilities shall be used by the Parties to enhance radio communications between police and fire agencies, to the extent that current technology allows such communications.

Notification procedures will be agreed upon and approved by the Management Board and followed to provide a timely response that ensures public and personal safety. Procedures will include notification between Dispatch Centers (LVMPD and Fire Alarm Office) in addition to pages to alert personnel that there is a potential event and early assessments via phones between involved parties to share information and develop the action plan. A response package will be determined during the assessment considering threat potential, personnel safety and economy of force.

COMPOSITION and RESPONSE:

CBRNE

The Parties of the ARMOR task force may contribute personnel who are or will be trained as hazardous material and radiological technicians who will respond to CBRNE events. Parties agree to follow established ARMOR protocols when responding to a CBRNE event and coordinate with the lead law enforcement agency representative. Parties will follow the FBI's twelve step process for hazardous materials evidence collection.

The Parties of the ARMOR task force agree that peace officers from category I law enforcement agencies that are assigned to ARMOR will exercise the authority and have lead jurisdiction for CBRNE incidents as it relates to criminal incidents. The ARMOR Commander or Senior ARMOR investigator, on scene, will coordinate with the other responding task force members to ensure proper preliminary and crime scene investigation, as established by ARMOR protocols.

Personnel agree to follow established ARMOR protocols when responding to an incident in so much as they do not conflict with a criminal investigation and will respond in a manner that enhances the ARMOR concept and increases public safety.

Bomb Technician

The Parties of the ARMOR task force agree that the LVFR Bomb Squad will exercise the authority and jurisdiction for mitigating suspect items, suspicious packages, improvised explosive devices and explosive disposal. The LVFR Bomb Squad Commander or Senior Bomb Technician, on scene, will coordinate with the lead law enforcement agency representative following render safe and mitigation of the incident to ensure proper crime scene investigation, as established by ARMOR protocols.

Personnel agree to follow established ARMOR protocols when responding to an incident in so much as they do not conflict with National Guidelines for Bomb Technicians. Bomb Technicians will respond in a manner that enhances the ARMOR concept and increases public safety.

Hazardous Materials Technicians

The Parties of the ARMOR task force may contribute personnel who are or will be trained as hazardous material and radiological technicians. LVFR will contribute additional HAZMAT Technicians that will respond based on established ARMOR protocols. While responding to a CBRNE type of incident; they will follow the direction of the lead law enforcement agency representative to ensure proper crime scene investigation. It is understood that outside of a possible criminal act, HAZMAT teams will deploy within their jurisdictions and follow established HAZMAT response protocols, Fire Alarm Office SOP's and automatic aide agreements.

TRAINING

The ARMOR supervisors will develop a training program to include quarterly tabletops and field exercises that will encompasses parties of the ARMOR Task Force. The training schedule will be reviewed and approved by the Management Board.

EQUIPMENT and FUNDING:

The Parties agree to support ARMOR through personnel, equipment, training, and capital expenditures to include vehicles and facilities, reflective of their own agencies. Support shall be subject to budgeted appropriations and approval by their respective governing boards.

The Parties agree to provide the services of their respective personnel and to assume all personnel cost, including salaries, fringe benefits, and overtime. The Parties agree to provide their respective personnel with vehicles necessary and consistent with their responsibilities.

The Parties agree to make available all necessary safety and technical equipment in their possession.

Parties of the ARMOR Task Force, prior to submitting for any grant funding, will convene a working group that will coordinate the requests based on operational needs. The Management Board must review and approve requests.

ACCREDITATION:

Bomb Technician

The Parties acknowledge that LVFR has a bomb squad accredited by the National Bomb Squad Commander's Advisory Board and the LVFR employs Federal Bureau of Investigation certified bomb technicians. LVFR will maintain its bomb squad accreditation certificate in furtherance of this Agreement and is considered the lead agency for the mitigation and render safe of improvised explosive devices, suspicious packages, suspect items and explosives disposal.

GUIDELINES:

Chemical Biological Radiological Nuclear Explosives

The Parties agree personnel that respond to handle and investigate chemical, biological, radiological and nuclear incidents will comply with all OSHA and NIOSH standards related to Hazardous Materials Technicians and Radiological Technicians.

The Parties agree to adhere to all requirements under the National Guidelines for Bomb Technicians, when considering training, certification, standard operating procedures, safety, tactical guidelines, and recommended equipment on all responses by the ARMOR task force

It is agreed that all related incidents associated with chemical, biological, radiological, nuclear and explosives will be treated as a crime scene, until investigation proves otherwise. For the purposes of investigations, evidence collection and prosecution, it is agreed that LVMPD will be the lead local law enforcement agency in coordination with the FBI.

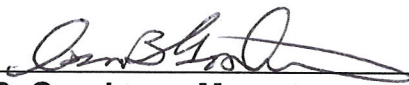
LIABILITY:

It is agreed that no Party is the agent or employee of the other for any purpose. Each Party shall only be responsible for the acts and/or omissions of that Party's own employees, to the extent permitted by the Nevada Revised Statutes.

This Agreement shall commence on the date of signature by authorized representatives of all Parties and shall continue as long as the Parties deem necessary. Any Party may terminate this agreement for any reason, or no reason at all, upon 90-day notice.

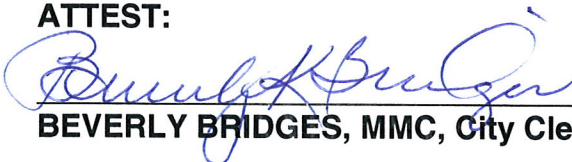
IN WITNESS WHEREOF, the Parties cause the Agreement to be executed by their duly authorized officers.

CITY OF LAS VEGAS

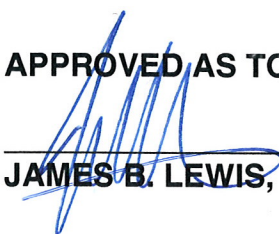
By: 
Oscar B. Goodman, Mayor
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Date: July 21, 2010

ATTEST:


BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:


JAMES B. LEWIS, Deputy City Attorney

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: 
Douglas Gillespie, Sheriff
Las Vegas Metropolitan Police Department
3141 E. Sunrise Avenue
Las Vegas, Nevada 89101

Date: 6/28/10