

Carolyn G. Goodman, Mayor (At-Large)
Brian Knudsen, Mayor Pro Tem (Ward 1)
Victoria Seaman (Ward 2)
Olivia Díaz (Ward 3)
Francis Allen-Palenske (Ward 4)
Cedric Crear (Ward 5)
Nancy E. Brune (Ward 6)



City Manager Mike Janssen
City Attorney Jeff Dorocak
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

October 16, 2024
9:00 AM

20. For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Las Vegas Metropolitan Police Department (Metro), which allows the City access to Metro's firearm range for joint firearms and explosive mitigation training, storage and disposal and requires the city to provide minimal road maintenance on the site located at 7600 East Carey Avenue (Clark County) (\$50,000 - Fire Services Capital Projects Fund [CPF]) - All Wards

Motion made by Brian Knudsen to Approve the Consent Agenda except Item(s) 23

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

For-Nancy Brune, Victoria Seaman, Cedric Crear, Carolyn Goodman, Brian Knudsen, Francis Allen-Palenske;
Excused-Olivia Diaz;



AGENDA SUMMARY PAGE
City Council
Meeting of: October 16, 2024

Agenda Item No.:
20

DEPARTMENT: Fire & Rescue
DIRECTOR: Fernando Gray

CONSENT

SUBJECT:

For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Las Vegas Metropolitan Police Department (Metro), which allows the City access to Metro's firearm range for joint firearms and explosive mitigation training, storage and disposal and requires the city to provide minimal road maintenance on the site located at 7600 East Carey Avenue (Clark County) (\$50,000 - Fire Services Capital Projects Fund [CPF]) - All Wards

FISCAL IMPACT:

Budget Funds Available

Amount: \$50,000

Funding Source: Fire Services - CPF

Dept./Division: Fire & Rescue/Arson/Bomb Squad/Fire Investigations

PURPOSE/BACKGROUND:

Las Vegas Fire & Rescue (LVFR) has the responsibility to respond to incidents that involve explosives. This agreement is an extension of a twenty year collaborative relationship between Las Vegas Metropolitan Police Department (LVMPD) and Las Vegas Fire and Rescue (LVFR). It allows LVFR to dispose of explosive components in a safe and efficient manner. The LVMPD firearms range is located at 7600 East Carey and LVFR desires to utilize this area for the purpose of storage and disposal of explosives, components and explosive devices. \$50,000 has been allocated, along with an annual budget for road maintenance on LVMPD firearms range which is crucial for ensuring safe and reliable access for LVFR, thereby supporting essential training and operational readiness.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agreement Between City of Las Vegas and Las Vegas Metropolitan Police Department

**AGREEMENT BETWEEN
CITY OF LAS VEGAS
and
LAS VEGAS METROPOLITAN POLICE DEPARTMENT**

THIS AGREEMENT ("Agreement") is made on the ____ day of _____, 2024, ("Effective Date") by and between the Las Vegas Metropolitan Police Department ("LVMPD") and the City of Las Vegas ("City").

WHEREAS the City employees law enforcement personnel who are required to maintain firearms proficiency; and

WHEREAS the City Fire Department has responsibility for bomb/explosive mitigation requiring storage of hazardous material as well as the need for safe disposal of explosive material; and

WHEREAS it is beneficial to LVMPD's mission to support other law enforcement and public safety agencies in southern Nevada by allowing the use of its firearm range for joint firearms training and explosive mitigation training; and

WHEREAS NRS 277.180 authorizes any one or more public agencies to contract with one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. **AGREEMENT TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall stay in effect unless terminated or extended in accordance with this Agreement.
2. **City COVENANTS.**
 - A. **Setup and Operation.**
 1. The City agrees to be responsible for the setup and removal of materials.
 2. The City shall not operate or use any equipment or materials belonging to LVMPD, without the prior written approval of LVMPD.
 3. The City recognizes that firearms and explosives are inherently dangerous and that its personnel will be required to sign a waiver of liability prior to entering onto LVMPD firearms range. Attached hereto and incorporated herein by reference as **Attachment A.**
 4. The City shall (and shall cause its employees to) perform all training associated with this Agreement with reasonable due care, diligence and in cooperation with LVMPD, its respective employees, agents and invitees to avoid accident, damage or harm to persons or property and delay to or interference with the operations of such parties.

5. The City agrees to ensure that its employees present during training have necessary personal protective equipment including but not limited to hearing and eye protection.
6. The City must schedule all range usage with the designated LVMPD range staff and will only be permitted use during that scheduled time. Exceptions for coordinating range usage are made for exigent circumstances to render safe suspected explosives outside of normal operating hours.
7. City employees approved to access City facilities or storage containers at the range will have open access to those facilities.
8. Ordinance/explosive disposal will be coordinated with range staff to ensure the safety of all personnel.
9. Employees of the City are prohibited from having any person utilize the Range who is not a law enforcement or fire department employee of the City and who is required to maintain firearms proficiency or explosives mitigation proficiency. Exceptions to access may be made by LVMPD Range staff for trained personnel from non-City entities. All qualified City employees, LEOSA or those approved for exception must sign a release to use the Range or accompany the employee.
10. City employees are subject to the direction of LVMPD range staff while on LVMPD property.
11. The City will provide its employees with all needed range supplies including but not limited to: ammunition, cardboard, targets, staplers, hearing and eye protection and instructors.
12. The following safety rules will be in effect:
 - a. All City personnel will comply with regulatory guidelines outlined by LVMPD with respect to marksmanship training and range safety.
 - b. Marksmanship activities will be only conducted by instructors or coaches approved by the City or LVMPD.
 - c. Prior to conducting marksmanship training, the City instructor will ensure compliance with all LVMPD regulatory compliance
 - d. The City is responsible for the security and safekeeping of its firearms and any other hazardous and/or explosive material owned/controlled by the City.
13. The City acknowledges that the range is in "as is" condition and that LVMPD makes no warranties regarding the condition, suitability or safety.
14. The City will maintain any facilities or storage containers located on LVMPD property in a manner that ensures safe conditions.

B. Insurance.

1. The City is self-insured pursuant to Nevada law. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. City shall provide LVMPD insurance at least equal to the insurance to which the LVMPD would be entitled as an additional insured had City purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such

coverage shall be on an "occurrence" basis and not on a "claims made" basis. Nothing herein shall be deemed to insure the LVMPD against their sole negligence or willful misconduct.

2. **Workers' Compensation.** The City represents that all of its personnel that will be present for the training are covered by workers' compensation insurance as required by Nevada law.

- C. **Liability.** Each party hereto agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, subcontractors, and agents committed in the performance of this Agreement. In no event shall the language herein constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41.
- D. **Consideration:** In consideration for the use of the range for firearms qualification of City law enforcement employees required to maintain firearms proficiency, and for use for explosive/hazardous material storage/mitigation, the City agrees to maintain the road leading from the LVMPD SWAT training area to the east end of the range where the City storage facilities are located. The road must be maintained in a manner suitable to ensure safe and unfettered travel of vehicle and pedestrian traffic in a condition and of material similar to that in existence when this agreement is executed. The range road is depicted on Attachment B.
- E. **Authorized Users and Individual Officer Waivers:** It is anticipated that the City may have changes in personnel throughout the term of this Agreement. It is the City's responsibility to keep its list of personnel authorized to use LVMPD's range current. Additionally, the City's individual authorized employees using the range must sign a liability waiver annually.

3. LVMPD COVENANTS.

A. Setup and Operation.

1. LVMPD agrees to work with the City in determining dates to conduct training.
2. LVMPD agrees to allow the City onto its property located at 7600 E. Carey Avenue, Las Vegas, Nevada 89156, for the purposes of conducting live firearms training on the training dates scheduled with LVMPD. LVMPD also agrees to allow the City onto the property to access City storage facilities and engage in explosive mitigation and training. Net Explosive Weight (NEW) Explosive Weight of demolition shots must not exceed 5 lbs. NEW for non-frag producing shots and 3 lbs. NEW for frag-producing shots. In coordination with LVMPD, LVMPD also agrees to allow City employees or City contractors to access the property to conduct range and road maintenance. Agreement to conduct range and road improvements of land shall be agreed upon by both parties. Range explosive mitigation distance is depicted on Attachment C.

3. LVMPD retains the right to proceed in a manner it deems safe and may interrupt and cause to cease any training of the City at any time if it determines that proceeding may compromise the safety of LVMPD or City personnel.
 4. LVMPD does not warrant the condition of the range nor does it make any guarantees as to suitability for the City's training.
3. **TERMINATION.** Either party may terminate this Agreement prior to its stated end of term by giving the other party sixty (60) days written notice of its desire not to proceed.
4. **GENERAL PROVISIONS.**
- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
 - B. **Modifications and Amendments.** No modifications or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such modification or amendment.
 - C. **Assignment.** This Agreement may not be assigned, in whole or in part, by the City without the prior written consent of LVMPD.
 - D. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Nevada, without regard to choice of law or conflicts of law provisions.
 - E. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - F. **Waivers.** No waiver of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, not shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
 - G. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent, employee or officer of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any

agreement or representations made by the other that are not expressly authorized in writing.

- H. **No Intent to Benefit Non-Parties.** Neither party to this Agreement intends to benefit any person, partnership, corporation or other entity who is not named as a party to this Agreement, to assume any specific duty to supervise the operations of another entity, to provide for the safety of any specific person or to assume any other duty beyond that imposed by general law.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.
- J. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's contact(s) for notices as set forth below, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier providing proof of delivery on the date of mailing. The provisions of this Section 5(I) shall survive termination of this agreement. The parties' initial addresses for notices, requests and approvals as described herein as follows:

To the City: City of Las Vegas
 Las Vegas Fire and Rescue
 Attn: Chief, Bureau of Investigations-Bomb Squad
 500 N. Casino Center Blvd.
 Las Vegas, NV 89101
 (702) 383-2888

To LVMPD: Las Vegas Metropolitan Police Department
 Attn: Captain, Organizational Development Bureau
 400 E. Martin L. King Blvd.
 Las Vegas, Nevada 89106
 (702) 828-3111

AGREEMENT BETWEEN
CITY OF LAS VEGAS
and
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

CITY OF LAS VEGAS

LVMPD

By: _____
Carolyn G. Goodman Date
Mayor

By: _____
Kevin McMahonill Date
Sheriff

ATTEST:

By: _____
Dr. LuAnn D. Holmes, MMC Date
City Clerk

Approved as to Form:

By: John S. Ridilla 8/29/24
John S. Ridilla Date
Assistant City Attorney



ATTACHMENT A

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

Agreement Assuming the Risk of Injury or Damage, Waiver and Release of Claims and Indemnification

WHEREAS, I, _____, being over the age of twenty-one and not being a member of the Las Vegas Metropolitan Police Department, will be participating in firearms training and I will be wearing hearing and eye protection at the Las Vegas Metropolitan Police Department Firearms Training Facility.

WHEREAS, the Las Vegas Metropolitan Police Department is willing to allow me to participate in the firearms training at the Las Vegas Metropolitan Police Department Firearms Training Facility on the following conditions:

NOW THEREFORE, in consideration of being allowed access to the Las Vegas Metropolitan Police Department Firearms Training Facility, I do hereby agree:

1. I am aware that the use of a firearm is inherently dangerous and that I may be subjected to the risk of death or personal injury or damage to my property by using the Firearms Range or being present while it is in use and that I freely, voluntarily and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected with my presence at the Firearms Training Facility, including the use of weapons by myself or others, or other condition that might exist on the premises.
2. That the County of Clark, City of Las Vegas, Administrative Head of the Las Vegas Metropolitan Police Department, their sureties, and each of them, shall not be responsible or liable for any injury, loss or expense, either to me or my property, incurred while at the Firearms Training.
3. That I am covered by workers' compensation insurance for any injuries or damages that I might sustain while present at the Firearms Training Facility.
4. For myself, my heirs, executors, administrators and assigns to defend and indemnify the County of Clark, City of Las Vegas, Administrative Head of the Las Vegas Metropolitan Police Department, all members of the Las Vegas Metropolitan Police Department, their sureties, and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expenses of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while at the Firearms Training Facility of the Las Vegas Metropolitan Police Department.

By signing this Agreement to Assume the Risk of Injury or Damage, Waiver and Release of Claims and Indemnification, I acknowledge that I understand its terms and conditions and that I sign it voluntarily.

Dated: _____

Signature

Witness

P#

Witness Signature

calcmaps.com

Distance: 365.8 m | 0.37 km | 0.23 mi | 1200 ft | 400.0 yd | 0.20 nm

Attachment B



calcmaps.com

Distance: 76.3 m | 0.08 km | 0.05 mi | 250 ft | 83.5 yd | 0.04 nm

Attachment C

