INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY
FOR THE
ERIE PEDESTRIAN BRIDGE
AT DESERT OASIS HIGH SCHOOL

This Interlocal Agreement ("Agreement") is made this 2nd day of October, 2018 ("Effective Date"), by and between the Clark County School District, a political subdivision of the State of Nevada ("District") and Clark County, also a political subdivision of the State of Nevada ("County"). The District and County hereinafter may be referred to individually as "Party" or collectively, as "Parties".

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may contract with any one or more other 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; and

WHEREAS, the District was conveyed that real property by the Bureau of Land Management ("BLM") under Patent #27-2006-0157 ("Patent"), located at 6600 W. Erie Avenue, Las Vegas, NV, Assessor's Parcel Number 176-35-201-005 ("Property"), and more commonly known as the location of Desert Oasis High School, ("School") as shown on Exhibit "A"; and

WHEREAS, the County plans, designs and constructs public works projects throughout Clark County; and

WHEREAS, as part of the County's Erie Pedestrian Bridge Project ("Project"), as shown on Exhibit "B", the County has requested permission to access a portion of the Property on Erie Avenue for the purpose of constructing a concrete ramp, bridge and stairs for the pedestrian bridge across the Union Pacific Railroad ("UPRR") as shown on Exhibit "C" ("Construction Area"); and

WHEREAS, the County, subject to budget appropriations and the terms of this Agreement, will provide for the continued maintenance, repairs and improvements ("Maintenance Area") of the Project at the sole cost and expense of the County as shown on Exhibit "D" (the Construction Area and Maintenance Area are collectively the "Project Area"); and

WHEREAS, the Parties mutually agree and understand that the Project will be at the County's sole cost and expense and there will be no cost to the District; and

WHEREAS, the Parties mutually agree and understand that the Project is for a public use and for student and public safety purposes; and

WHEREAS, the Parties mutually agree and understand that this Agreement does not constitute conveyance of any rights, title, or interest in the Property, but only the right to enter and use the Property for the purposes stated herein. The District reserves all rights.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions.
Terms and Conditions

1. **Intent and Purpose:** The intent of this Agreement is to provide the County access to the Project Area consisting of an approximate 415-foot-long by 130-foot-wide Construction Area for the construction of a concrete ramp, bridge and stairs for a pedestrian bridge across the UPRR, and to an approximate 406-foot-long by 55-foot-wide Maintenance Area for the continued access, use and maintenance of the ramp, bridge and stairs. The County will be given access to the Project Area from Erie Avenue and will coordinate any and all access required for the duration of the Project through the Property's Operations Manager, per Section 24 of this Agreement. The purpose of this Agreement sets forth the terms and conditions of the Parties. This Agreement also allows the County, its employees, authorized agents, and contractors to enter upon the Property, for the purpose as set forth in this Agreement, to plan, design and construct the Project.

2. **Authorization:** The Parties are authorized to enter into this Agreement pursuant to NRS 277.180.

3. **License/Right to Enter:** District agrees to permit the County, including any employee, contractor or authorized agent and representative of District, to enter the Property on a non-exclusive basis for any lawful and reasonable purpose related to the performance of the County's obligations under this Agreement and for the purposes of this Project.

4. **Submittals:** Prior to commencement date of the Project, County shall provide District with construction plans, including all revisions, for District review, and obtain District approval prior to commencement of the Project.

5. **Construction:** Construction will be limited to the Construction Area and will be limited to the scope and specifications on Exhibit "C." The County will require its contractor, its employees, agents, assigns, and subcontractors, to segregate themselves from school children, parents and School facilities. The County will require its contractor to be responsible for obtaining any required permits, licenses, and inspections for the Project. The County will require its contractor to assume all responsibility for the safety of all persons and property in and on the Project Area, including any applicable laws and OSHA regulations. The County will assume all responsibility for the removal of debris caused by the County in the Project Area.

6. **Improvements:** The Parties will mutually agree and understand that any and all costs associated with the completion of this Project will be at the County's expense and there will be no cost to the District. The County will assume all responsibility for repair of any damages it causes to Property and Project Area, including but not limited to landscaping, mow curbs, signs, and underground lines subject to Call Before You Dig laws. The County will restore all disturbed areas in and around the Property and Project Area to their original condition upon expiration, cancellation, or termination of the Agreement.

7. **No Real Property Interest:** It is expressly understood that this Agreement is merely a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the County. This Agreement is not exclusive, and the District specifically reserves the right to allow other agreements within the vicinity of School that do not interfere with the access and use provided herein.

8. **Assignment:** Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

9. **Non-Liability of Officials and Employees:** No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of this Agreement.
10. **Maintenance:** The County shall be responsible for the cleanliness and maintenance of the Project Area caused by the County on a regular basis and for the duration of the Agreement. The Parties will mutually agree and understand that any and all costs associated with the maintenance and cleanliness of the Project and Project Area will be at the County’s sole expense and there will be no cost to the District unless caused by the District.

11. **Warranty:** The County agrees to require its contractor to warrant and guarantee to the District that all work set forth in this Agreement will be performed in a good and workmanlike manner.

12. **Responsibility and Insurance:** The Parties shall be responsible for their own acts or negligence subject to the limitations on liability provided under NRS, Chapter 41. County accepts this Agreement subject to Patent 27-2006-0157 as it relates to the Project and Project Area.

    Should County hire an outside contractor to perform work on Property, County must require said contractor to provide District acceptable evidence of (i) no less than $1,000,000.00 (One Million Dollars) each occurrence for commercial general liability insurance (including coverage for XCU, explosion, collapse, and underground, as applicable), with District and County named as additional insureds; (ii) statutory workers compensation/employer's liability insurance; and (iii) automobile insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than $1,000,000.00 (One Million Dollars) combined single limit, with no additional exclusions. Such insurance shall be written by a company licensed by the State of Nevada. At no time will District be responsible for the work performed on the Property or the persons working on the Property.

13. **Soils:** No hazardous materials are to be placed on or stockpiled at or in the Project Area. All materials and equipment placed on the Project Area will be clean and free of any toxic waste or hazardous chemicals.

14. **Dumping/Dust:** All work performed by and for the County will be completed in a professional manner, by a licensed contractor, with all current permits as required and in accordance with this Agreement.

15. **Compensation:** Considering the unspecified benefits to the Parties, the County will not be charged a fee for access, use, and maintenance of the Project Area.

16. **Term:** This Agreement will commence at the Effective Date and conclude on or before June 1, 2036 unless a time extension is granted per Section 17 of this Agreement or until the Property is relinquished to the BLM or no longer under District control.

17. **Extension of Time:** The term of this Agreement can be extended by a letter signed and dated by both Parties listing any and all changes. Any significant changes to the original terms will require execution of a new Agreement by the Parties and approval from the Board of School Trustees.

18. **Revocation:** This Agreement may be revoked by the District with at least ninety (90) calendar days written notice if construction within the Project Area has not commenced by December 31, 2019. The County may terminate this Agreement upon thirty (30) calendar days written notice to District if the Board of County Commissioners elects not to continue with the Project. Notice shall be in accordance with Section 24 of this Agreement.

19. **Coordination:** The County is responsible for the Project, Project Area and job site at all times during activities detailed in this Agreement. By signing this Agreement, the County agrees to coordinate access and all on-site activities with the Property’s Operations Manager.

20. **Obligations:** Upon the District’s inspection of the Project for conformance with the requirements stated herein and relevant County Code, the District will issue a written notice of final acceptance (“Final Acceptance”) of
the Project to the County, after which any and all obligations related to the Project, including but not limited to, maintenance and operation shall be the sole responsibility of the County.

21. **Liability:** Upon Final Acceptance, County shall assume any and all liabilities associated with the Project.

22. **Security:** The County agrees to properly operate, secure, manage and control the Project and Project Area. The District will not be held liable for any damage or loss of construction materials, tools and equipment, nor injuries arising out of or attributable to the activities detailed in this Agreement except if caused by the District.

23. **BLM Plan of Development:** District holds a Patent on the Property; therefore, the District is required to obtain BLM permission for usage of patented lands prior to any installation/construction of the Project and must abide by any conditions that BLM approval carries. The BLM has approved an updated Plan of Development for the Desert Oasis High School. The BLM's Decision is attached hereto as Exhibit "E" and incorporated herein.

24. **Notice:** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties' notice information is set forth below:

**Contacts and Representatives**

**District Representative:** For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District  
Real Property Management  
Attn: Linda Perri, Director  
1180 Military Tribute Place  
Henderson, Nevada, 89074  
Office: (702) 799-5214

**With a Copy to:**  
Clark County School District  
Real Property Management  
Attn: General Counsel  
5100 W. Sahara Avenue, 3rd Floor  
Las Vegas, Nevada, 89146  
Office: (702) 799-5373

**Operations Manager:** For the purpose of coordinating and gaining access to the Property for the duration of the Project, the Operations Manager will be considered the District's representative.

Desert Oasis High School  
Attn: Operations Manager  
6600 W. Erie Avenue  
Las Vegas, Nevada 89141  
Office: (702) 799-6881
**County Representative:** For the purpose of communication, negotiation, or other notices, the following will be considered County’s representative.

Clark County  
Department of Public Works  
Attn: Manager of Design Engineering  
500 S. Grand Central Parkway  
Las Vegas, NV 89155-4000  
Office: (702) 455-6000

25. **Modification of Terms:** In the event it is determined that either Party’s performance under this Agreement conflicts with the terms of District policies/guidelines, the Patent or any state or federal policy or law, District and County agree to negotiate to modify this Agreement, in whole or in part, to resolve the conflict. Inasmuch as possible, the intent of this Agreement shall be preserved.

26. **Recording:** The County shall record this Agreement in the Official Records.

27. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the authorized representatives of each Party and recorded in the Official Records.

28. **Amendments:** This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

29. **Further Assurances:** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

30. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

31. **Governing Law and Venue:** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

32. **Severability:** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

33. **Headings; Exhibits; Cross-References:** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this.
Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

Please indicate acceptance of these terms by signing in the space provided below and returning the signed original to the Clark County School District, Real Property Management Department, Attn: Director, 1180 Military Tribute Place, Henderson, Nevada 89074.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
COUNTY OF CLARK

By: ___________________________ ___________________________
    Randall J. Tarr                                  Date
    Assistant County Manager

ATTEST:

By: ___________________________
    Lynn Marie Goya
    County Clerk

APPROVED AS TO FORM

By: ___________________________ ___________________________
    Christopher Figgis                                 Date
    Chief Deputy District Attorney

NOTARY ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on the ____ day of ____________, 2018 by
Randall J. Tarr, as Assistant County Manager of Clark County, a political subdivision of the State of Nevada.

_________________________________________________________
    Notary Public

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]
CLARK COUNTY SCHOOL DISTRICT

Blake Cumbers,  
Associate Superintendent Facilities

Date

ACKNOWLEDGMENT

State of Nevada  
County of Clark

This instrument was acknowledged before me on the _____ day of _____________, 2018 by Blake Cumbers, Associate Superintendent of Facilities of the Clark County School District.

Notary Public

Approved As To Form Only:

District General Counsel

Date
Exhibit A

Legal Description

That portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) together with that portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) together with that portion of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) together with that portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) together with that portion of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 35, Township 22 South, Range 60 East, M.D.M. Clark County, Nevada

The site contains approximately 60.00 acres.

The site is also known as APN 176-35-201-005
United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Southern Nevada District Office
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130

In Reply Refer To:
N-79979-02
2740 (NVS01000)

9171 9690 0935 0137 7492 20

CERTIFIED MAIL

DECISION

Clark County School District
Attn: Linda Perri
1180 Military Tribute Pl.
Henderson, Nevada 89074

: Recreation and Public Purpose

Updated Plan of Development Approved

On October 5, 2017, the Bureau of Land Management (BLM) received a letter from the Clark County School District (CCSD) updating the plan of development (POD) to include the addition of a pedestrian bridge within the Recreation and Public Purpose (R&PP) patent site (N-79979-02) for the Desert Oasis High School (DOHS). The reverted for R&PP patent, N-79979-02, has not been purchased; therefore, the school district has notified the BLM of the changes to the R&PP. The pedestrian bridge and ramps will serve to connect the Mountain’s Edge residential area and DOHS along the Erie Road alignment within the southwest corner of the school site.

The need for the bridge was identified in 2008 and will provide for public safety by providing a pedestrian connection to the existing residential developments west of DOHS. Clark County Department of Public Works will construct a portion of a multi-use, non-motorized, pedestrian grade separated bridge and ramps to cross the Union Pacific rail Road (UPRR) to the west of DOHS. The portion of the pedestrian bridge that falls outside of the R&PP patented site, on federal lands, is authorized under right-of-way (ROW) N-94668 and is granted to Clark County Department of Public Works.

On December 15, 2017, the BLM conducted an inspection of R&PP patent N-79979-02 and surrounding area. The site is clean and clear of debris and trash with no safety hazards. The proposed pedestrian bridge provides direct support to the R&PP patented school site as it will serve to connect the Mountain’s Edge residential area to the DOHS; thereby, providing safe passage for the students. Since, the R&PP patent is in compliance and the pedestrian bridge will
Exhibit E 2-2

take place within the R&PP patent are, the BLM hereby accepts the updated plan of development for the pedestrian bridge.

The patentee will continue to be responsible for all uses on the R&PP land.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

If you have any questions, please contact Vivian Browning, Realty Specialist, by e-mail at vbrowning@blm.gov or by phone at (702) 515-5013.

V. L. Nice
Assistant Field Manager
Division of Lands

Enclosures