INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
CLARK COUNTY
AND UNIVERSITY OF NEVADA LAS VEGAS

This Interlocal Agreement (hereinafter referred to as “Agreement”), dated this ____ day of ____________, 20___, is made by and between Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as the “District”), Clark County, also a political subdivision of the State of Nevada (hereinafter referred to as the “County”), and the Board Of Regents Of The Nevada System Of Higher Education On Behalf Of The University Of Nevada, Las Vegas (hereinafter referred to as “UNLV”). Individually known as “Party” or collectively as the “Parties”.

RECATIALS

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, pursuant to an Agreement (hereinafter referred to as the “Master Interlocal”), dated March 1, 2011 between the County and the District, attached as Exhibit “A”, the District authorized the County to enter onto specific District sites (hereinafter referred to as “Sites”) to install, operate and maintain air quality monitoring stations and towers (hereinafter referred to as “County Equipment”) for the purpose of monitoring air quality; and

WHEREAS, District and County have agreed to allow UNLV to enter onto Sites and utilize County Equipment to install air monitoring equipment (“UNLV Equipment”) for the purpose of obtaining air and pollen samples.

NOW, THEREFORE, in consideration of the mutual promises herein contained, above recitals, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms, conditions and covenants set forth herein as follows.

Term and Conditions

1. Intent and Purpose. The purpose of this Agreement sets forth the conditions and responsibilities whereby UNLV and its employees, authorized agents, and contractors may enter upon the following Sites in order to collect air quality readings utilizing County Equipment:

- Sunrise Acres Elementary School
- J.D. Smith Middle School
- Jerome D. Mack Middle School
- Joseph M. Neal Middle School
- Orr Middle School
- Palo Verde High School
2. **Responsibilities.**

**COUNTY** Agrees to:

- Obtain any permits as required by the County, State, District or other governing agencies.
- Maintain and repair all County Equipment, at no expense to the District.
- Provide a list of authorized County maintenance personnel to Districts' Operational Services Division Operations Manager (hereinafter referred to as "OM") who will obtain and have access to the Sites.
- Notify the respective appropriate OM prior to accessing the Sites and coordinate a time not to conflict with or disrupt school class instruction.
- Travel, when practicable, on existing trails or roads.
- No property of the District will be disturbed without prior District approval.
- At County's sole expense, replace and/or repair any damage caused to Sites by County activity.
- Ensure power remains at the Site available for sampler from County meters currently servicing the sites.
- Not to exclude the UNLV's lock from the daisy chain.
- Not handle the Department of Homeland Security, (hereinafter referred to as "DHS"), sampler.
- Inform UNLV if County observes problems with the UNLV sampler.
- Inform UNLV if County sees or encounters conditions that could impact sampling.
- Obtain written approval from District to enter new sites with monitoring equipment.

**UNLV** Agrees to:

- Provide a list of authorized UNLV maintenance personnel to the OM who will obtain and have access to the Sites.
- Notify the respective OM prior to accessing the Sites and coordinate a time not to conflict with or disrupt school class instruction.
- Travel, when practicable, on existing trails or roads.
- No property of the District will be disturbed without prior District approval.
- At UNLV's sole expense, replace and/or repair any damage caused to the Sites by UNLV activity.
- Provide UNLV a padlock and daisy chain and not to exclude the County's lock from the daisy chain.
- Not to handle or manipulate the sampling tower.
- Always leave County Equipment locked and secured.
- Abide by access, use policies and practices of District.
- Inform County if UNLV observes problems with air quality monitoring sites.
- Inform County if UNLV sees conditions that could impact their sampling.
- Maintain and repair all County Equipment and UNLV Equipment, at no expense to the District.
- To the extent limited in accordance with NRS 41.0305 to NRS 41.039. UNLV agrees to indemnify and hold harmless the District from any loss, damage, liability, cost, or expense to the person, or property of another, which was caused by the negligence of UNLV, its officers, employees, and agents under the Agreement.
- Obtain written approval from District to enter new sites with monitoring equipment.
DISTRICT Agrees to:

- Provide access to County and UNLV for the maintenance of County Equipment and UNLV Equipment.
- Provide an OM as a contact person for the purpose of communication and coordination at the Sites.
- District’s OM agrees to coordinate access and all on-site activities with County and UNLV.
- To the extent authorized by law, District to indemnify and hold harmless County and UNLV from any loss, damage, liability, cost or expense to the person, or property of another, which was caused by the negligence of District, its officers, employees and agents under this Agreement.

3. **Duration And Term.** This Agreement and the authorization provided herein shall expire upon the expiration of the Master Interlocal on February 29, 2016. The official commencement date shall be the date of the latest signing by an authorized representative of the Parties hereto.

   This Agreement shall remain and continue in full force and effect unless terminated by any Party. Any Party may terminate this Agreement at any time by providing written notice to the other Parties within sixty (60) calendar days prior to the desired date of termination. The terminating Party will not incur any liability to the other Parties for terminating this Agreement. If upon termination of this Agreement, County and UNLV shall cease use of Sites and return Sites to their original condition, reasonable wear and tear expected.

4. **Modification Or Amendment.** No amendment, change, or modification of this Agreement shall be valid except by express written agreement, duly authorized and executed by the authorized representatives of each Party in writing and signed by all Parties. 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. This Agreement is the entire agreement between the Parties with respect to the use, and supersedes all prior and contemporaneous oral and written agreements and discussions.

   If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

   Each Party or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby binds the respective Party.

5. **Notices.** 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; (ii) if telecopied, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) 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 Party’s notice information is set forth below:

   **District Representative:** For the purpose of communication, negotiation, or other notices and to resolve issues and concerns and for construction and operation communication, the following will be considered the following District representatives:
Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 (Office)
(702) 799-5435 (Fax)

With a Copy To: Clark County School District Legal Office
Attn: General Counsel
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, Nevada 89146
(702) 799-5373 (Office)
(702) 799-5505 (Fax)

District Operations Manager: For the purpose of site coordination, communication and access, the following will be considered the following District representatives:

Clark County School District
Operational Services Division
1180 Military Tribute Place
Henderson, Nevada 89074
(702) 799-5204 (Office) OR
(702) 799-5265 (Office)
(702) 799-5071 (Fax) OR
(702) 799-0542 (Fax)

County Representative: For the purpose of communication, negotiation, or other notices the following will be considered the County representative.

Clark County Real Property Management
Attn: Director
500 S. Grand Central Parkway, 4th Floor
Post Office Box 551825
Las Vegas, Nevada 89155
(702) 455-4616 (Office)
(702) 455-5817 (Fax)

With a Copy To: Clark County Department of Air Quality
Attn: Director
4701 W. Russell Road, Ste. 200
Las Vegas, Nevada 89118
(702) 455-5942 (Office)
(702) 383-9994 (Fax)
UNLV Representative: For the purpose of communication, negotiation, or other notices the following will be considered the UNLV representative.

Nevada State Public Health Laboratory, UNLV Branch
Attn: Associate Director
4505 S. Maryland Parkway, P.O. Box 453064
Las Vegas, Nevada 89154
(702) 895-1418 (Office)
(702) 895-2688 (Fax)

With a Copy To: Nevada State Public Health Laboratory, UNLV Branch
Attn: Laboratory Lead Scientist
4505 S. Maryland Parkway, P.O. Box 453064
Las Vegas, Nevada 89154
(702) 895-1418 (Office)
(702) 895-2688 (Fax)

6. Entire Agreement. This executed Agreement constitutes the entire agreement among the Parties hereto relating to rights granted and obligations assumed by the Parties and intended as a complete and exclusive statement of the promises, representations, discussions, and other agreement that may have been made in connection with the subject matter hereof. Any prior agreement, contract, promise, negotiation, or representation, either oral or written, relating to the subject matter for this Agreement not expressly set forth in this Agreement is superseded by this Agreement and is of no further force or effect.

7. Execution In 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.

8. Insurance & Indemnification. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties do not waive and intent to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of the Parties shall not be subject to punitive damages. The Parties hereto shall carry commercial general liability and workers compensation insurance, or shall self-insure, in accordance with NRS. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. The Parties shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

9. General Conditions. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.
Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.
PASSED, ADOPTED and approved this 11th day of December, 2014.

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES’ DESIGNEE

Jim McIntosh
Chief Financial Officer

Dec 17, 2014
Date

APPROVED AS TO FORM:

Carlos McDade
General Counsel

11/20/2014
Date

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]
PASSED, ADOPTED and approved this _________ day of __________________, 2014.

CLARK COUNTY on behalf of the DEPARTMENT OF AIR QUALITY

__________________________                        ________________________  
Jerome A. Stueve, Director                      Date
Real Property Management

APPROVED AS TO FORM:                              ________________________  
DISTRICT ATTORNEY                                Date
STEVEN B. WOLFSON

__________________________                        ________________________  
Deputy District Attorney                          Date

3-23-15

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]
PASSED, ADOPTED and approved this ________ day of ___________________, 2014.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED BY:

[Signature]
Shawn Gerstenberger
Dean, School of Community Health Sciences

APPROVED BY:

[Signature]
John V. White
Executive Vice President and Provost

APPROVED AS TO FORM:

[Signature]
Elda L. Sidhu
General Counsel

[Date]
1/2/15

[Date]
2/12/15
EXHIBIT A
MASTER INTERLOCAL DATED MARCH 1, 2011
INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY

This Interlocal Agreement dated this _1_ day of _March_, 2011, is made by and between the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as the “DISTRICT”), and CLARK COUNTY also a political subdivision of the State of Nevada (hereinafter referred to as “COUNTY”). The DISTRICT and COUNTY hereinafter may be referred to individually as “Party” or collectively as the “PARTIES”.

RECITALS

WHEREAS, pursuant to 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 owns property in various locations (hereinafter collectively referred to as “SCHOOLS”), as shown on Exhibit “A” attached hereto and incorporated by this reference; and,

WHEREAS, COUNTY installs and operates air quality monitoring stations and towers (hereinafter referred to as “EQUIPMENT”) for the purpose of monitoring air quality; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding on October 4, 2005 to place EQUIPMENT on SCHOOLS that expired on October 4, 2010; and,

WHEREAS, COUNTY desires to operate and maintain the EQUIPMENT on the SCHOOLS for an additional period of five (5) years; and,

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 Interlocal Agreement sets forth the conditions whereby COUNTY and its employees, authorized agents, and contractors may enter upon SCHOOLS to monitor and maintain air quality EQUIPMENT.

SECTION 2: RESPONSIBILITIES

COUNTY agrees to:

- Obtain any permits as required by the County, State, DISTRICT or other governing bodies.
- Maintain and repair all EQUIPMENT at no expense to the DISTRICT.
- Provide a list of authorized COUNTY maintenance personnel to the Facilities Service Representative (FSR) who will obtain and have access to the SCHOOLS.
- Notify the appropriate FSR prior to accessing the SCHOOLS and coordinate a time not to conflict with or disrupt school class instruction.
- Travel, when practicable, on existing trails or roads.
- Upon completion of said entry, leave the SCHOOLS in as neat and presentable condition as existed prior to entry, with all fences, structures, and other property intact.

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INTERLOCAL AGREEMENT  
BETWEEN THE  
CLARK COUNTY SCHOOL DISTRICT  
AND CLARK COUNTY  

- No property of the DISTRICT will be disturbed without prior DISTRICT approval.  
- At COUNTY’s sole expense, replace and/or repair any damage caused to DISTRICT SCHOOLS by COUNTY activity.  
- Obtain written approval to place monitoring equipment on SCHOOLS not listed on Exhibit “A”. All such requests shall be submitted to DISTRICT, attention Director of Real Property Management.  
- Upon removal of EQUIPMENT, be responsible for replacing DISTRICT property to its original condition, at no cost to the DISTRICT.

DISTRICT agrees to:  

- Provide access to COUNTY for the maintenance of EQUIPMENT.  
- Provide an FSR as a contact person for the purpose of communication and coordination at the SCHOOLS.  
- Ensure all personnel shall be supervised at all times.

SECTION 3: DURATION AND TERMINATION  

This Interlocal Agreement is effective for five (5) years and shall commence after receipt of approval by the governing bodies of both PARTIES and the official commencement date shall be the date of the latest signing by an authorized representative of the governing bodies of the PARTIES hereto. DISTRICT may terminate this Interlocal Agreement and order the removal of all EQUIPMENT upon a ninety (90) day written notice to COUNTY as provided for in Section 5.

SECTION 4: MODIFICATION OR AMENDMENT  

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

SECTION 5: NOTICES  

All notices, legal and otherwise, required or permitted to be given pursuant to this Interlocal 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; (ii) if telecopied, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) 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:

DISTRICT Representative:  
For the purpose of communication, negotiation, or other notices the following will be considered the DISTRICT representative:  

Clark County School District  
Real Property Management  
Attn: Director
INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY

4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 (Office)
(702) 799-5435 (Fax)

With a Copy To: Clark County School District Legal Office
Attn: General Counsel
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, NV 89146
(702) 799-5373 (Office)
(702) 799-5505

Facilities Service Representative:
For the purpose of site coordination and communication:

Clark County School District
Facilities Division
Special Projects Renovation Services & Requirements
2501 Sunrise Avenue
Las Vegas, Nevada 89101
(702) 855-6650
(702) 855-6660

COUNTY Representative:
For the purpose of communication, negotiation, or other notices the following will be considered
the COUNTY representative.

Clark County Real Property Management
Attn: Director
500 S. Grand Central Parkway, 4th Floor
Post Office Box 551825
Las Vegas, Nevada 89155
(702) 455-4616
(702) 455-5817

With a Copy To: Clark County Department of Air Quality and Environmental Mgmt.
Attn: Director
500 S. Grand Central Parkway
Las Vegas, NV 89155
(702) 455-5942
(702) 383-9994

SECTION 6: ENTIRE AGREEMENT

This executed Interlocal Agreement constitutes the entire agreement among the PARTIES hereto
relating to rights granted and obligations assumed by the PARTIES and intended as a complete and
exclusive statement of the promises, representations, discussions, and other agreement that may have been
made in connection with the subject matter hereof. Any prior agreement, contract, promise, negotiation,
or representation, either oral or written, relating to the subject matter for this Interlocal Agreement not
expressly set forth in this Interlocal Agreement is superseded by this Interlocal Agreement and is of no further force or effect.

SECTION 7: EXECUTION IN COUNTERPARTS

This Interlocal 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.

SECTION 8: INSURANCE & INDEMNIFICATION

The PARTIES shall be responsible for their own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41.

The PARTIES hereto shall carry commercial general liability and workers compensation insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. The PARTIES shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

SECTION 9: GENERAL CONDITIONS

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Interlocal Agreement. This Interlocal Agreement is intended only to benefit the PARTIES hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The PARTIES are associated with each other only for the purposes and to the extent set forth in this Interlocal Agreement, and in respect to performance of services pursuant to this Interlocal Agreement, the PARTIES are and shall be a public agency separate and distinct from the other. Nothing contained in this Interlocal Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

Pursuant to NRS 239.010, information or documents in connection with this Interlocal Agreement may be open to public inspection and copying. The PARTIES will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

Should any part of this Interlocal Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Interlocal Agreement.
INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY

PASSED, ADOPTED and approved this __________ day of ________________, 2010.

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

Jeff Weiler, Chief Financial Officer Date

1-21-11

APPROVED AS TO FORM:

C. W. Hoffman, Jr. General Counsel Date

11-23-10

PASSED, ADOPTED and approved this __________ day of ________________, 2011.

CLARK COUNTY on behalf of the DEPARTMENT OF AIR QUALITY AND ENVIRONMENTAL MANAGEMENT

Carel Carter, Acting Director Date
Real Property Management

3-3-11

APPROVED AS TO FORM:

Leslie Nielsen, Deputy District Attorney Date

2-9-11

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## INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY

EXHIBIT A
“SCHOOLS”

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
<th>Assessor Parcel Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elton M. Garrett Middle School</td>
<td>1200 Avenue G, Boulder City, NV 89005</td>
<td>186-09-310-004</td>
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<tr>
<td>Walter D. Johnson Middle School</td>
<td>7701 Duchame Ave., Las Vegas, NV 89145</td>
<td>138-33-601-007</td>
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<tr>
<td>Joe M. Neal Elementary School</td>
<td>6651 W. Azura Dr., Las Vegas, NV 89130</td>
<td>125-26-202-001</td>
</tr>
<tr>
<td>J. D. Smith Middle School</td>
<td>1301 E. Tonopah Ave., North Las Vegas, NV 89030</td>
<td>139-23-801-001</td>
</tr>
<tr>
<td>E. W. Griffith Elementary School</td>
<td>324 Essex Dr., Las Vegas, NV 89107</td>
<td>139-31-203-001</td>
</tr>
<tr>
<td>Jerome Mack Middle School</td>
<td>4250 Karen Ave., Las Vegas, NV 89121</td>
<td>161-08-102-005</td>
</tr>
<tr>
<td>Palo Verde High School</td>
<td>333 Pavilion Center Dr., Las Vegas, NV 89144</td>
<td>137-35-501-005</td>
</tr>
<tr>
<td>Sunrise Acres Elementary School</td>
<td>211 28th St., Las Vegas, NV 89101</td>
<td>139-36-301-005</td>
</tr>
<tr>
<td>William E. Orr Middle School</td>
<td>1562 E. Katie Ave. Suite D, Las Vegas, NV 89119</td>
<td>162-14-302-001</td>
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