INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY

This Interlocal Agreement dated this _____ day of ________________, 20__, 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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- 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
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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
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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.
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PASSED, ADOPTED and approved this _______ day of ____________________, 2010.

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

[Signature]
Jeff Weiler, Chief Financial Officer
Date

[Signature]
C. W. Hoffman, Jr, General Counsel
Date

PASSED, ADOPTED and approved this _______ day of ____________________, 2010.

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

[Signature]
Carel Carter, Acting Director
Real Property Management
Date

APPROVED AS TO FORM:

[Signature]
Leslie Nielsen, Deputy District Attorney
Date
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### 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>
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<tbody>
<tr>
<td>Elton M. Garrett Middle School</td>
<td>1200 Avenue G, Boulder City, NV 89005</td>
<td>186-09-310-004</td>
</tr>
<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>
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<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>
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<tr>
<td>E. W. Griffith Elementary School</td>
<td>324 Essex Dr., Las Vegas, NV 89107</td>
<td>139-31-203-001</td>
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<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>
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<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>
</tr>
</tbody>
</table>