

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT  
AND CLARK COUNTY PARKS AND RECREATION - SAFEKEY PROGRAMS**

Clark County Parks and Recreation operates after-school Safekey programs at Clark County School District (CCSD) sites and has requested to enter into an agreement with the CCSD Food Service Department to continue the provision of snacks and/or milk and bulk sales at participating Safekey programs for the 2022-2023 school year. Therefore, discussion and possible action on the approval of the Interlocal Cooperative Agreement to document the delivery and payment of snacks and/or milk and bulk sales for the Safekey program is recommended.

Part of the Safekey program involves providing snacks and/or milk to students who attend. The CCSD Food Service Department has provided snacks and/or milk at participating Safekey program sites since 1988, approximately. Through the proposed agreement for the 2022-2023 school year, the CCSD Food Service Department will supply snacks and/or milk and bulk sales delivered for a fee of cost plus ten percent. Locations of Safekey programs that require snacks and/or milk are indicated on Attachment A of the agreement.

If not approved, the CCSD Food Service Department will not provide snacks and/or milk and bulk sales for the participating Safekey programs. The Interlocal Cooperative Agreement has been reviewed by the Office of the General Counsel and approved as to form.

Discussion and possible action on approval of the Interlocal Cooperative Agreement between the Clark County School District Food Service Department and Clark County Parks and Recreation to continue to provide snacks and/or milk and bulk sales for participating Saekey programs during the 2022-2023 school year, and for the President and Clerk, Board of School Trustees, Clark County School District, and the Superintendent of Schools, Clark County School District, to sign the Memorandum of Agreement, is recommended.

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**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN CLARK COUNTY AND THE CLARK COUNTY SCHOOL DISTRICT  
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES**

This Interlocal Cooperative Agreement ("Agreement") is made and entered into this 1<sup>ST</sup> day of July, 2022, by and between Clark County, a political subdivision of the State of Nevada (hereinafter referred to as the "Sponsor") and the Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as the "District"), pursuant to authority granted by NRS 277.045.

**WITNESSETH**

**WHEREAS**, the Sponsor, by and through its Parks and Recreation Department, operates a Child Nutrition Program after school for elementary, middle, and/or high school age children. 42 U.S.C. § 1751 et. seq.; 42 U.S.C. § 1771 et. seq.; and

**WHEREAS**, the Sponsor desires to purchase food products from the District's Food Service Department ("Food Service") for the 2022-2023 school year. The Agreement covers the period beginning July 1, 2022, and ending June 30, 2023.

**NOW, THEREFORE**, it is mutually agreed by and between the Parties as follows:

**I. DISTRICT AGREES**

- A. The District will provide U.S. Department of Agriculture ("USDA") reimbursable snacks and/or milks delivered to the school cafeteria for all Child Nutrition Programs (sites and programs listed on Attachment A) at the bulk sales price billed at cost plus ten (10) percent. The District retains the right to negotiate menu items or the price of snacks and/or milk.
- B. Any additions or deletions by the Sponsor to the list of Child Nutrition Program locations (Attachment A) will be made by email to [foodserviceorder@nv.ccsd.net](mailto:foodserviceorder@nv.ccsd.net) as soon as possible. The District will verify receipt of such notification and send the verification to [Wkelley@ClarkCountyNV.gov](mailto:Wkelley@ClarkCountyNV.gov).
- C. Snacks and/or milks will consist of components that meet the USDA meal pattern of the appropriate Child Nutrition Program (Attachment A) to be considered reimbursable.
- D. The District will change the number of snacks and/or milks delivered after being notified by email by 8:00 a.m., 4 working days prior to the date of delivery (at the District's email listed in Section VIII). For example, a change received by 8:00 a.m. on Monday will be effective on Friday.
- E. Every effort will be made to change menu items by the second month following a request by either Party pending availability of products.
- F. District will post the following month's menus on the Food Service website at least one week before the end of the current month.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT  
AND CLARK COUNTY PARKS AND RECREATION - SAFEKEY PROGRAMS**

- G. Menu substitutions are permitted. Except for beverages and emergency situations, the same items will not be served the day before or the day after the change.
- H. Snacks and/or milks will be delivered on a daily basis to the Child Nutrition Program sites when schools are in session.
- I. Snacks and/or milks will meet local health standards for preparation, delivery, and storage. Each item will be wrapped or packaged for single service.
- J. The quantity of snacks and/or milks delivered and received, and the description of snacks served, will be recorded daily on the form provided by the District. This form will be used for preparing and paying invoices.
- K. A monthly invoice will be sent to the Sponsor within seven (7) working days of the end of the month.
- L. No individual student information will be included on the invoices, receipts, or menu records.
- M. Full and accurate records including invoices, receipts, and menu records containing the amount of food prepared and daily number of meals, snacks, and/or milks delivered by the District to each snack program will be maintained and available to representatives of the Nevada Department of Agriculture, Food and Nutrition Division; USDA, Food and Consumer Services; the U.S. General Accounting Office; and USDA, Office of the Inspector General, during normal District business hours. These records will be retained by the District for a period of three years from the date of receipt of final payment under this Agreement or in cases where an audit remains unresolved, until the audit is resolved.
- N. The District will not charge for snacks and/or milks that are delivered beyond the agreed upon time, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements set forth herein, or that have been disallowed by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.
- O. The District agrees to operate in accordance with current USDA Child Nutrition Program regulations.

**II. SPONSOR AGREES**

- A. The Sponsor will notify the District by email by 8:00 a.m. 4 working days prior to the date of delivery of any change in the number of snacks and/or milks (at the District's email listed in Section VIII). For example, a change received by 8:00 a.m. on Monday will be effective on Friday.
- B. The Sponsor's enrichment program instructor at each individual school will establish a time for pick-up of snacks and/or milk with the Food Service site worker

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT  
AND CLARK COUNTY PARKS AND RECREATION - SAFEKEY PROGRAMS**

- C. The Sponsor's enrichment program instructor at each individual school will count the complete snacks and/or milks and record and sign the District form at the time of pick-up.
- D. Sponsor shall issue a check, within 21 days of receiving the monthly invoice, for payment of all snacks and/or milks delivered where the District is not the agency sponsoring the USDA Child Nutrition Program.
- E. No individual student information will be included on the invoices, receipts, or menu records.
- F. Sponsor agrees to store and serve snacks and/or milks in accordance with local health standards. Snacks and/or milks will be stored in dedicated milk coolers. No personal items may be stored in dedicated milk coolers.
- G. Sponsor agrees to serve all required components of snack and/or milk according the regulations of the appropriate USDA Child Nutrition Program (Attachment A).
- H. The Sponsor will not pay for snacks/and or milks that are delivered too late to be served during the beginning of the afternoon USDA Child Nutrition Program, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements as set forth herein, or that have been disallowed for reimbursement by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.
- I. Sponsor will notify the District within five (5) working days that credit is due for snacks and/or milks that did not meet the meal pattern requirements delivered, or that were unsuitable for human consumption, or spoiled.

**III. FERPA**

The Parties will only exchange statistical data regarding snacks and milk. No personally identifiable student information will be exchanged between the Parties. In the event such information is inadvertently provided, the Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Educational Rights and Privacy Act ("FERPA"). 20 U.S.C. § 1232g; 34 C.F.R. Part 99; NRS 392.029.

**IV. INDEMNIFY AND HOLD HARMLESS**

To the extent allowed by Nevada law, each Party shall be liable for its own acts and omissions and shall indemnify and hold the other Party harmless of, from, and against all claims, liability, and damages caused and/or contributed to by such Party. The District does not waive any protection or limitation of liability provided in NRS Chapter 41.

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**V. NO THIRD PARTY RIGHTS**

This Agreement is made for the benefit of the Parties, and not for the benefit of persons who are not Parties to this Agreement. There are no intended or implied third party beneficiaries of this Agreement.

**VI. TERMINATION**

This Agreement may be terminated by notice in writing given by any Party hereto to the other Parties at least 30 days prior to the date of termination. A copy of the termination letter must be sent to: Clark County School District, Food Service Director, 6350 E. Tropical Parkway, Las Vegas, Nevada 89115.

**VII. FORCE MAJEURE**

Neither Party shall be liable for failure or delay in the performance of this Agreement due in whole or in part to an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, civil commotion, sabotage, fire, flood, explosion, act of government, unforeseen shortage or unavailability of materials, or any other causes which are not within the Parties reasonable control. Obligations under this Agreement should resume as soon as possible should the impediment to performance resolve.

**VIII. NOTICES**

Except as specifically provided herein, all notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when:

- (i) Received by the Party to whom it is directed by hand delivery or personal service;
- (ii) Sent by U.S. first class mail via certified mail-return receipt requested to the following addresses; or
- (iii) Via email to following email addresses.

Clark County School District  
Food Service Department  
6350 East Tropical Parkway  
Las Vegas, Nevada 89115  
Phone: (702)  
Email: [foodserviceorder@nv.ccsd.net](mailto:foodserviceorder@nv.ccsd.net)

Clark County, State of Nevada  
Parks and Recreation, Safekey Program  
2601 E. Sunset Road  
Las Vegas, Nevada 89120  
Phone: (702) 455-8252  
Email: [Wkelley@ClarkCountyNV.gov](mailto:Wkelley@ClarkCountyNV.gov)  
Mr. Wendell Kelley (contact person)

Either Party may designate a different address by providing the other Party ten (10) days' prior written notice in the manner provided above.

[SIGNATURES ON NEXT PAGE]

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.


**CLARK COUNTY SCHOOL DISTRICT**

**CLARK COUNTY NEVADA**

  
Jesus F. Jara  
Superintendent of Schools  
Date: 5-16-22


\_\_\_\_\_  
James Gibson, Chair  
Clark County Board of County Commissioners  
Date: \_\_\_\_\_


  
Irene A. Cepeda  
President, Board of Trustees  
Date: 5-12-22

  
Lola Brooks  
Clerk, Board of Trustees  
Date: 5-12-22

Approved as to Form:

Approved as to Form:

  
Luke P. Puschnig  
General Counsel  
Reviewed by  
Jeanne-Marie Hanna, Esq. (OGC)

Date: 4/17/22   
Elizabeth A. Vibert  
Clark County Nevada  
Deputy District Attorney  
Date: 6/13/22

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**Attachment A**

Youth Enrichment Programs operated by Clark County for the 2022-2023 school year, which require snacks and/or milks, are located in the following elementary and middle schools:

Jones Blackhurst, Jan ES	Special Milk Program (Clark County sponsored)
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