

**RESOLUTION APPROVING LEASE
BETWEEN PUBLIC AGENCIES**

WHEREAS, its regular meeting held on May 7, 2024, the Clark County Board of Commissioners (Board) adopted a Resolution of Intent to Lease certain real property and more particularly described as ± 1.17 acres of land for use as the Searchlight elementary school a.k.a. Harry Reid Elementary School on a portion of Assessor's Parcel Number 243-35-601-003 & 243-35-501-004, located at 200 & 300 Michael Wendell Way Searchlight, Nevada.

WHEREAS, the Board resolved to lease the Property under NRS 277.050 which allows Clark County to lease real property to a governmental entity without advertising for public bids on such terms as authorized by the Board after holding a public hearing at which objections by the public may be heard.

WHEREAS, on May 21, 2024, the Board held a public hearing after publication of notice as required by NRS 277.050 and the Board considered any objections raised during the public hearing.

NOW THEREFORE, be it resolved that the Acting Director of Real Property Management or her designee is directed to execute an Interlocal Lease Agreement with the Clark County School District on the terms and conditions contained in the Resolution of Intent to Lease.

PASSED, ADOPTED AND APPROVED this 21st day of May 2024.

ATTEST:

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

Lynn Marie Goya, County Clerk

Tick Segerblom, Chair

APPROVED AS TO FORM:



Nichole Kazimirovich
Deputy District Attorney

**INTERLOCAL LEASE AGREEMENT
BETWEEN CLARK COUNTY AND CLARK COUNTY SCHOOL
DISTRICT**

THIS INTERLOCAL LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as "LESSOR" or "COUNTY"), and the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as "LESSEE" or "CCSD"), individually a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY is the owner of property with a commonly known address of 200 & 300 Michael Wendell Way, Searchlight, NV 89046, located on Assessor's Parcel Numbers 243-35-601-003 & 243-35-501-004, containing +/- 18.41 acres (hereinafter referred to as "Property"), as depicted in the attached Exhibit "A" and incorporated by this reference.

WHEREAS, on March 3, 1992, the Parties entered into a cooperative agreement outlining the County's authorization to allow CCSD to construct the Searchlight Elementary School on a portion of the Property and provided for joint use and development of the improvements constructed thereon (hereinafter referred to as the "Co-Op Agreement");

WHEREAS, on December 6, 1994, the Parties entered into a community access agreement providing for the occasional joint use, development and maintenance of various properties owned individually by the Parties, commonly referred to as the Open-School Open-Doors Program (hereinafter referred to as the "OSOD Agreement");

WHEREAS, the OSOD Agreement superseded and terminated all prior existing joint use agreements, including the Co-Op Agreement;

WHEREAS, the Parties desire to re-state the provisions of the Co-Op Agreement and outline the use, maintenance, development and leasehold terms;

WHEREAS, the COUNTY may lease real property to another governmental entity, pursuant to the authority of Nevada Revised Statutes ("NRS") 244.281(1)(e)(2) and NRS 277.050, on terms authorized by the Board of County Commissioners ("Board") without conducting a public auction as otherwise required by NRS 244.283 if the real property is used for a public use and the Board adopts a resolution declaring its intent to lease it, describing the real property to be leased, specifying the lease terms, finding that the lease will be in the best interest of the county, and setting a time for a public hearing at which objections to the lease may be made and heard by the Board; and

WHEREAS, it is deemed that a lease of real property, hereinafter set forth, for public benefit, dedicated for elementary school use, is in the best interest of the county and its inhabitants; and

WHEREAS, a resolution was made and adopted by the Board ("Resolution") and was published as required by NRS 277.050.

NOW, THEREFORE, in consideration of the aforesaid promises, the Parties mutually agree as follows:

1. DESCRIPTION OF PREMISES.

COUNTY hereby leases to LESSEE a portion of the Property, containing +/- 1.17 acres of land, as identified on Exhibit "A" (the "Premises").

2. TERM.

2.1 The initial term of this Lease shall commence on the Effective Date for a period of forty-nine (49) years with two (2) twenty-five (25) year options to renew (collectively the "Lease Term"), to be exercised by giving at least a sixty (60) day written notice to the COUNTY before the end of such term or option.

2.2 In the event COUNTY's future development of the Premises affects LESSEE's use described herein as determined solely by COUNTY, LESSEE will relocate at its own expense, but not earlier than after the notice period specified below in Section 10, unless mutually agreed upon otherwise by the Parties in writing.

3. RENT.

3.1 COUNTY agrees to lease the Premises to LESSEE without requiring the payment of any rent.

4. USE OF THE PREMISES.

4.1 LESSEE shall use the Premises only for use as an elementary school known as the Harry Reid Elementary School. No other use of the Premises shall be allowed unless prior written consent is obtained from the Director of Real Property Management (hereinafter referred to as "Director"), or their designee, at their sole discretion.

4.2 LESSEE shall not use or occupy the Property and Premises in violation of any law, covenant, condition, restriction, rule, or regulation or otherwise use or occupy the Property and Premises in a way which will negatively risk or affect the Property or Premises. Upon notice from COUNTY, LESSEE shall immediately discontinue any use of the Property and Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule, or regulation.

4.3 LESSEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Property and Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY'S risk manager, or any other person or organization performing a similar function.

4.4 LESSEE shall not do or permit anything to be done in or about the Property and Premises which will in any way obstruct or interfere with the rights of other leases or occupants of the building, or injure or annoy them, or use or allow the Property and Premises to be used for any unlawful purposes.

4.5 LESSEE shall not cause, maintain, or permit any nuisance or waste in, on or about the Property and Premises.

4.6 LESSEE shall at all times meet the standards and guidelines established by the Clark County Health Department.

5. REPAIRS, MAINTENANCE AND ACCESS.

5.1 LESSEE shall maintain the Premises, including all improvements, fixtures and furnishings therein, in good order, condition and repair, at all times during the Lease Term, provided however, that, at COUNTY'S option, or if LESSEE fails to make such repairs, COUNTY may, but need not, make such repairs and replacements, and LESSEE shall pay COUNTY'S cost or expenses, including COUNTY'S overhead, arising from COUNTY'S involvement with such repairs and replacements forthwith upon being billed for the same. LESSEE hereby waives and releases its right to make repairs at COUNTY'S expense.

5.2 LESSEE shall, at its sole cost and expense, repair and maintain the Premises, its structural or building systems serving the Premises (including mechanical systems (i.e. HVAC), sub-surface or cement-embedded electrical, plumbing, and low voltage systems, exterior walls, and exterior roof), sidewalks, driveways, landscaping and parking lots, fixtures in common areas, and appurtenances furnished in common areas under this

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Lease Agreement, in good repair and tenantable condition. If LESSEE fails to repair and maintain the Premises, COUNTY may, but need not, repair and maintain the Premises. LESSEE shall reimburse COUNTY, for any costs incurred by COUNTY to repair and maintain the Premises. LESSEE'S failure to repair and maintain the Premises to COUNTY'S satisfaction gives COUNTY the right to terminate this Lease in accordance with Section 10.

5.3 LESSEE shall service any fire extinguishers serving the Premises and provide for any inspections or repairs of the fire extinguishers, fire sprinklers, fire alarms or specialty fire suppression systems including kitchen hood suppression systems.

5.4 LESSEE shall also be responsible for any repairs which arise out of (a) LESSEE'S use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of LESSEE'S property; (c) the moving of LESSEE'S property into or out of the Premises; or (d) the act, omission, misuse or negligence of LESSEE, its officers, agents, employees, or invitees. If LESSEE fails to repair any damage to the Premises within thirty (30) days of written notice, COUNTY may at its option terminate this Lease Agreement.

5.5 Upon the expiration or earlier termination of this Lease, LESSEE shall, at the request of the COUNTY, return the Premises to COUNTY in the same condition as on the date LESSEE took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any damage resulting from LESSEE'S use of the Property and Premises or resulting from the removal of LESSEE'S property from the Premises shall be repaired by LESSEE at its sole expense. If LESSEE fails to repair any damage to the Premises before vacating the Premises, LESSEE agrees to pay for such repairs performed by COUNTY or its contractor within thirty (30) days of receipt of COUNTY invoice. Should COUNTY elect to not have the Premises returned to its original condition, LESSEE shall turn over the Premises and any facilities or improvements built thereon to the COUNTY without any obligation of payment, reimbursement or other monetary compensation from the COUNTY.

5.6 LESSEE shall comply with all applicable Nevada laws, ordinances and rules of any public authority relating to its use and occupancy of the Property and Premises.

6. SERVICES AND UTILITIES.

6.1 LESSEE shall be responsible to pay and provide for all utilities and services necessary for its use.

6.2 LESSEE shall be responsible for staffing the Premises and shall be responsible for any and all administrative and overhead cost associated with its operations on

the Premises. LESSEE shall provide and pay the cost of all supplies and equipment required for its use of the Premises.

7. ALTERATIONS AND IMPROVEMENTS.

7.1 LESSEE shall have the right, at its expense, to make any non-structural improvements to the Premises, provided (a) LESSEE requests permission, in writing, to make such improvements, and provided (b) Director, in their sole discretion, gives written approval of the requested non-structural improvements, and (c) all necessary permits and approvals have been obtained by LESSEE.

7.2 Upon the termination of this Lease, LESSEE shall have the right, at its sole expense, to remove any personal property or fixtures which LESSEE has installed or placed on the Premises. LESSEE shall completely repair, at its sole expense, any and all damage resulting from such removal as provided above in Section 5.

7.3 All fixtures or other improvements remaining upon relocation, expiration or termination of this Lease shall be deemed to be the property of COUNTY.

8. INDEMNIFICATION. Each Party shall remain liable for its own negligence in accordance with and subject to all applicable laws, including, but not limited to, NRS chapter 41. To the extent permitted by law, LESSEE shall indemnify LESSOR for all claims, causes of action and lawsuits which arise out of LESSEE's use of the Premises and Property. To the extent permitted by law, LESSEE agrees to hold harmless, indemnify and defend LESSOR and its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any injury, death, damage, or loss to any person or property whatsoever, including employees and property of LESSOR, occurring in, on or about the Property or Premises, adjacent streets or sidewalks or any part thereof, due to the negligence, fault, act or omission of LESSEE, its agents, officers employees and invitees or due to the breach or default by LESSEE under this Lease.

9. INSURANCE.

9.1 CCSD is a self-insured political subdivision, pursuant to NRS 41.038. As a self-insured political entity, CCSD does not specify separate limits of coverage, but provides reimbursement to claimants for damages for which CCSD is legally responsible under the laws of the State of Nevada.

9.2 Any outside third party contractors, subcontractors or vendors hired by CCSD to perform work are required to provide:

- i. acceptable evidence of no less than \$1 million each occurrence for commercial general liability insurance (including coverage for XCU, explosion, collapse, and underground, as applicable), including evidence of COUNTY and CCSD as additional insureds;
- ii. provide evidence of statutory workers compensation/employer's liability insurance;
- iii. provide evidence of automobile insurance, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit;
- iv. provide Pollution Liability Insurance coverage to extend to protect CCSD and COUNTY and cleanup of the Property, with a limit no less than \$1,000,000 per claim. At no time will CCSD or COUNTY be responsible for this work site or the persons working on this work site;
- v. "all risk" property coverage in the amount of 100 percent of the sum contract with CCSD on a replacement cost basis, including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements

10. TERMINATION.

10.1 For any reason other than breach of this Lease as provided for in Section 11 herein, either Party, may terminate this Lease upon one (1) year written notice to the other Party.

10.2 If the Premises ceases to be used as an elementary school, this Lease and all rights afforded to the LESSEE shall automatically terminate.

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11. BREACH. In the event of LESSEE's default or breach of this Lease, COUNTY shall give LESSEE written notice of the breach ("Notice of Breach"), LESSEE shall have thirty (30) days after receipt of said Notice of Breach to cure the breach or vacate the Premises. LESSEE'S failure to cure the breach or vacate the Premises within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Premises.

12. NOTICES. All notices, approvals and demands allowed or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

To COUNTY:

Clark County Department of Real Property Management
Attention: Director of Real Property Management
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89155

To LESSEE:

Clark County School District
Attn: Director of Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

13. WAIVER. COUNTY'S failure to enforce or delay in the enforcement of any provision hereof or enforcement of any right hereunder shall not be construed as a waiver of such provision or right. LESSEE'S exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Paragraph 13 may not be waived.

14. MISCELLANEOUS.

14.1 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between LESSOR and LESSEE. No provisions of this Lease, nor any acts of the Parties hereto, shall be deemed to create any relationship between LESSOR and LESSEE other than as set forth in this Lease.

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14.2 Remedies Cumulative. The various rights, options, elections, and remedies of LESSOR contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Lease.

14.3 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.

14.4 Entire Agreement. This Lease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Lease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Lease or in any written, properly executed amendment to this Lease shall be binding upon LESSOR or LESSEE as a warranty or otherwise.

14.5 Assignment and Sublease. Any attempt by LESSEE to assign any rights, delegate any duties arising from this Lease, or to sublease the Premises without the written consent of LESSOR shall be void.

14.6 Third Party Beneficiary. This Lease is not intended to create any rights, powers, or interest in any third party and this Lease is entered into for the exclusive benefit of the undersigned Parties.

14.7 Non-discrimination. LESSEE shall not unlawfully discriminate against any person in the use of the Premises.

14.8 Counterparts. This Lease may be executed in counterparts, all such counterparts will constitute the same Lease and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

15. OSOD AGREEMENT. This section is intended to clarify that the terms and conditions of the OSOD Agreement, as it pertains to the Premises, are still valid.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, we have executed this Lease the day and year first written above.

CLARK COUNTY

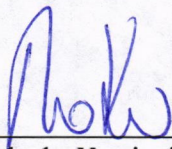
CLARK COUNTY SCHOOL DISTRICT

By _____
Shauna Bradley, Acting Director
Real Property Management

By _____
Brandon McLaughlin
Assistant Superintendent

APPROVED AS TO FORM:

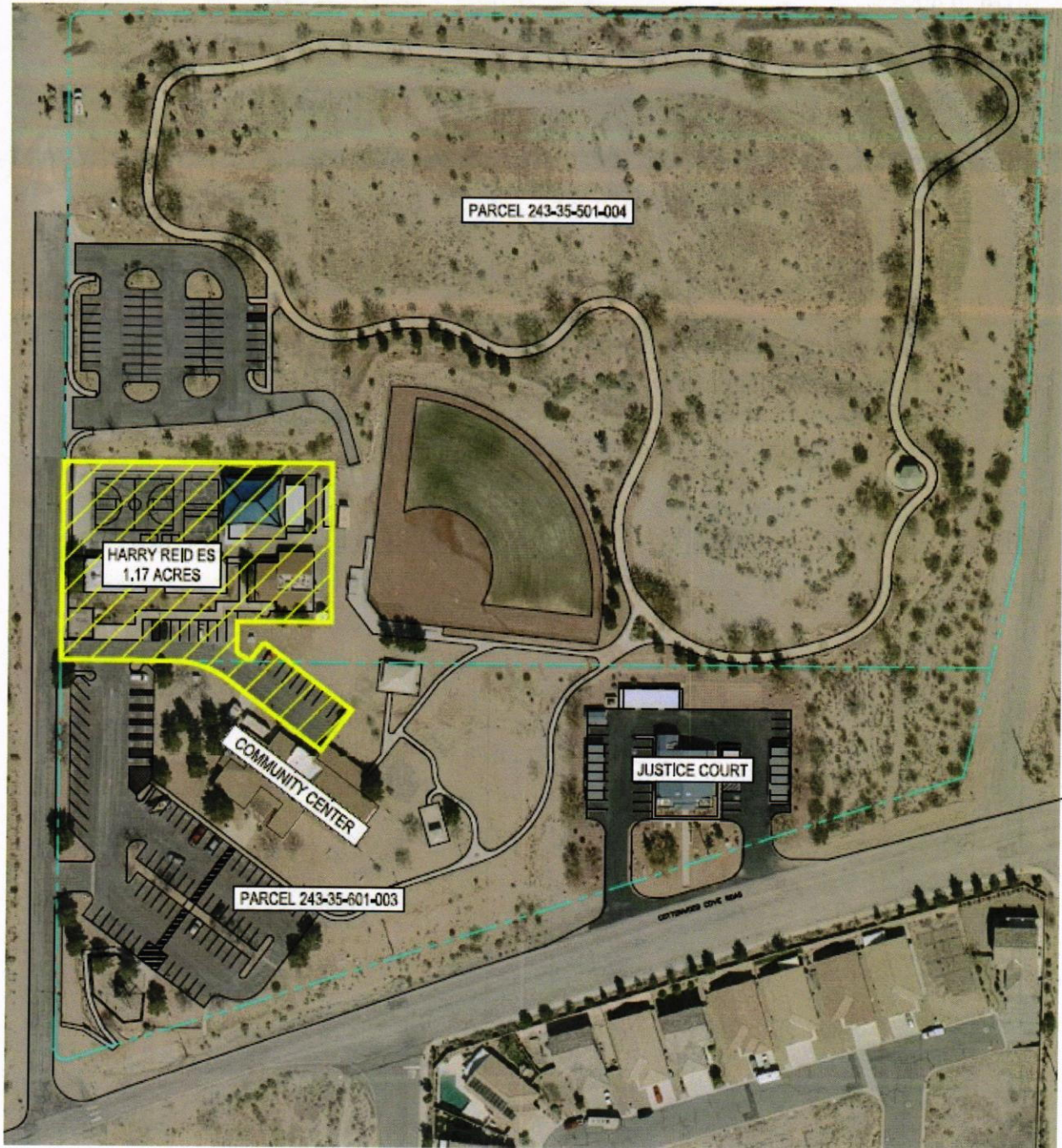
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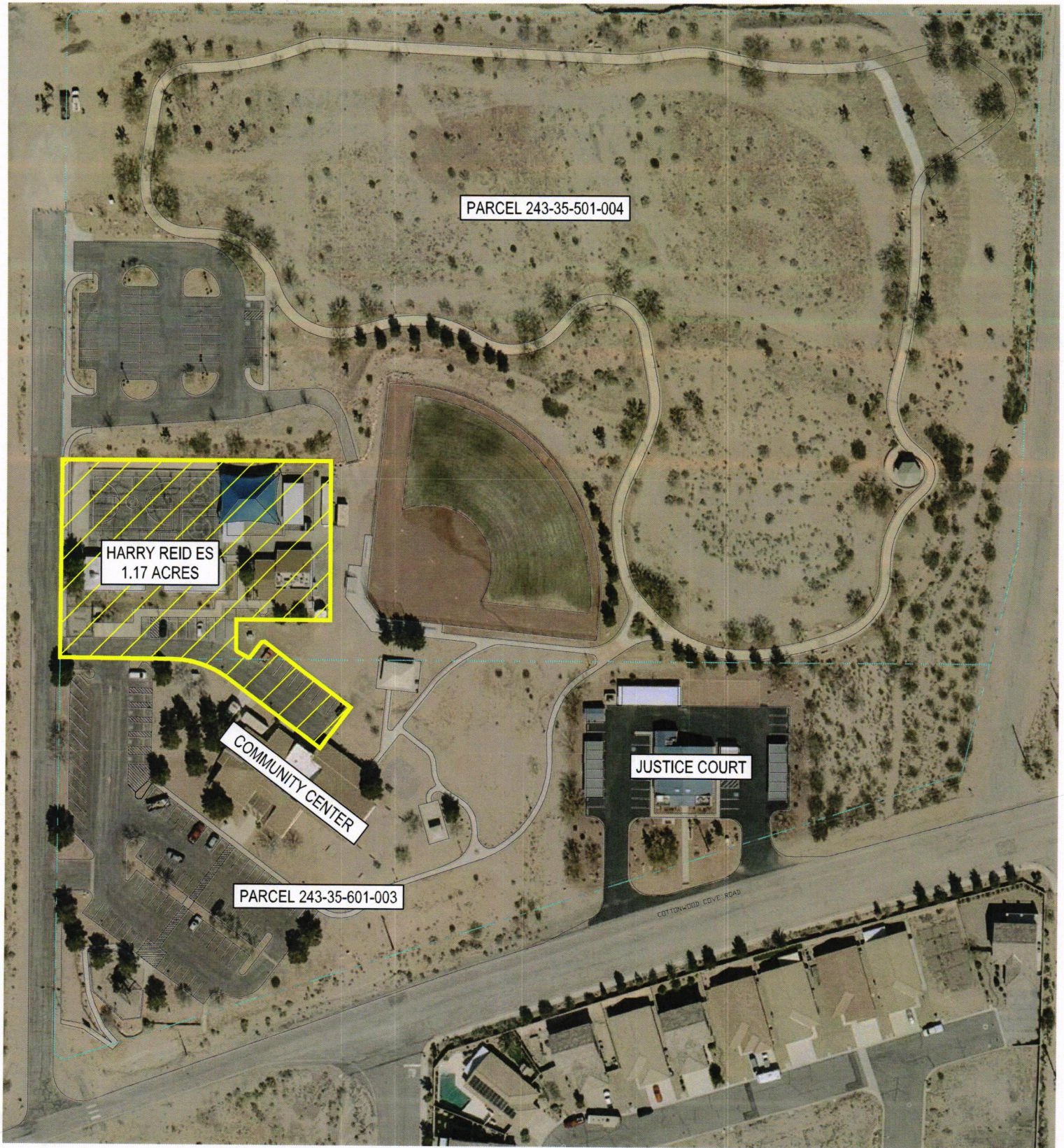
By  _____
Nichole Kazimirovich
Deputy District Attorney

By _____
Luke Puschnig
General Counsel

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EXHIBIT "A"





SEARCHLIGHT SITE PLAN

200 MICHAEL WENDELL WAY, SEARCHLIGHT 89046

NOT TO SCALE
10/24/2023

