

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

This Interlocal Agreement (the "Agreement"), is made by and between Clark County School District, a political subdivision of the State of Nevada ("District"), Clark County, also a political subdivision of the State of Nevada ("County"), and the Board Of Regents Of The Nevada System Of Higher Education On Behalf Of The University Of Nevada, Las Vegas ("UNLV"). The District, County and UNLV may be individually known as a "Party" or collectively as the "Parties." This Agreement is effective as of the last date any authorized signatory affixes his/her name below ("Effective Date").

**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 owns real property in various locations ("Sites") whereby the County and UNLV have placed air quality monitoring equipment and would like to continue to maintain and monitor said equipment and add additional Sites; and

**WHEREAS**, District and County entered into an interlocal agreement dated March 1, 2011, which has expired, to allow the County to enter onto specific District Sites to install, operate and maintain air quality monitoring stations and towers ("County Equipment") for the purpose of monitoring air quality; and

**WHEREAS**, The Parties entered into an interlocal agreement dated April 7, 2015, which has expired, to allow UNLV to enter onto Sites and utilize County Equipment and to install air monitoring equipment ("UNLV Equipment") for the purpose of obtaining air and pollen samples ; and

**WHEREAS**, The Parties entered into an interlocal agreement dated August 17, 2017, extending and restating the interlocal agreement dated April 7, 2015, extending the expiration date to August 14, 2022, to allow UNLV to enter onto Sites and utilize County Equipment and to install UNLV Equipment for the purpose of obtaining air and pollen samples ; and

**WHEREAS**, the Parties would like to continue to allow the County and UNLV to install, operate and monitor the County Equipment and UNLV Equipment and access the Sites.

**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 County and UNLV and their employees, authorized agents, and contractors may enter upon the following Sites as listed on Exhibit "A" in order to install, operate and maintain County Equipment and UNLV Equipment and collect air quality readings utilizing County Equipment and UNLV Equipment.

## 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.
- 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.

3. **Duration And Term.** This Agreement is effective for five (5) years, commencing August 15, 2022 and expiring August 14<sup>th</sup>, 2027, unless sooner 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 CCSD should terminate this Agreement, County and UNLV shall cease use of Sites and return the Sites to their original condition, reasonable wear and tear excepted. If either County or UNLV should terminate this Agreement, the terminating Party shall remove their equipment and return the Site to its original condition, reasonable wear and tear excepted. The non-terminating Party shall discontinue use of the terminating Party's equipment. The non-terminating Party shall continue to use their equipment and the Site as outlined in this Agreement.

**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  
1180 Military Tribute Place  
Henderson, NV 89074  
Phone: (702) 799-5214

With a Copy To: Clark County School District Legal Office  
Attn: General Counsel  
5100 W. Sahara Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89146  
Phone: (702) 799-5373  
puschpl@nv.ccsd.net

**District Maintenance Representative:** For the purpose of site coordination, communication and access, the following will be considered the following District representatives:

Clark County School District, Maintenance Division  
Attn: Josh Chesnik, Director  
1180 Military Tribute Place  
Henderson, Nevada 89074  
Phone: (702) 799-5204 (702) 799-5265 (Office)  
Email: chesnj@nv.ccsd.net

**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, 4<sup>th</sup> Floor  
Post Office Box 551825  
Las Vegas, Nevada 89155  
Phone: (702) 455-4616  
Email: LisaK@ClarkCountyNV.gov

With a Copy To: Clark County Department of Environment and Sustainability  
Attn: Director  
4701 W. Russell Road, Suite 200  
Las Vegas, Nevada 89118  
Phone: (702) 455-5942  
Email:MHenson@ClarkCountyNV.Gov

**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  
Phone: (702) 895-1418  
Email:

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  
Phone: (702) 895-1418  
Email: \_\_\_\_\_

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.

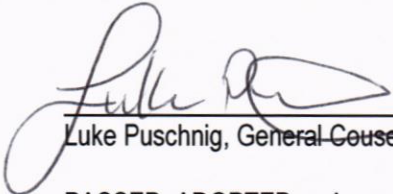
[SIGNATURES ON THE FOLLOWING PAGES]

CLARK COUNTY SCHOOL DISTRICT  
BOARD OF SCHOOL TRUSTEES' DESIGNEE

  
\_\_\_\_\_  
Mark Campbell, Interim Chief of Facilities

5/18/2022  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Luke Puschnig, General Counsel

4/13/22  
\_\_\_\_\_  
Date


PASSED, ADOPTED and approved this 12<sup>th</sup> day of May, 2022.

CLARK COUNTY on behalf of the DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY

\_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nichole Kazimirovicz, Deputy District Attorney

6/2/22  
\_\_\_\_\_  
Date

PASSED, ADOPTED and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

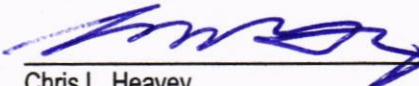
**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED BY:

  
\_\_\_\_\_  
Shawn Gerstenberger, Dean School  
of Public Health


5/16/22  
\_\_\_\_\_  
Date

APPROVED BY:

  
\_\_\_\_\_  
Chris L. Heavey  
Executive Vice President and Provost

5/17/22  
\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Eida L. Sidhu  
General Counsel

05/16/2022  
\_\_\_\_\_  
Date

EXHIBIT 'A'

Sunrise Acres Elementary School Principal: Jeanne Iverson	211 N. 28 <sup>th</sup> Street, Las Vegas, NV 89101 Operations Manager: Jenny Jones	702-799-7912
Jerome D. Mack Middle School Principal: Roxanne Kelley	4250 Karen Avenue, Las Vegas, NV 89121 Operations Manager: Kevin Macfawn	702-799-2005
Joseph M. Neal Elementary School Principal: Denise Murray	6651 W. Azure Drive, Las Vegas, NV 89130 Operations Manager: Fred Bragg	702-799-2200
Walter Johnson School Principal: Trudi Jacobs	7701 Ducharme, Las Vegas, NV 89145 Operations Mgr: Abby Berhe	702-799-4480
Palo Verde High School Principal: Amy Herring-Smith	333 S. Pavillion Center Drive, Las Vegas, NV 89144 Operations Manager: Michael Cruz	702-799-1450
Garrett Middle School Principal: Melanie Teemant	1200 Avenue "G", Boulder City, NV 89005 Operations Manager: Ray Heimiller	702-799-8290
Liberty High School Principal: Derek Bellow	3700 Liberty Heights Avenue, Henderson, NV 89052 Operations Mgr: Felicai Villas	702-799-2270
Virgin Valley High School Principal: Riley Frei	820 Valley View Drive, Mequite, NV 89027 Operations Manager: Marvin Hennington	702-346-2780