

**INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND CLARK COUNTY PUBLIC WORKS**

This Interlocal Agreement (hereinafter referred to as "Agreement"), dated this 17th day of January, 2023, is made by and between 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 the "County"), individually known as "Party" or collectively as the "Parties".

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 County approved the traffic study for the Southwest Career and Technical Academy on December 21, 2007 (HTE 07-31044, Agreement 2920) requiring a flashing beacon to be installed on Rainbow Boulevard between Windmill Lane and Shelbourne Avenue, as depicted in Exhibit "A", attached hereto and by this reference incorporated herein. Due to conflicts with existing utility lines, the County installed the flashing beacon outside of the public right of way on property leased to the District by the Bureau of Land Management as Recreation and Public Purpose Lease N-41566-36; and

WHEREAS, the County has agreed to maintain the flashing beacon and requires permission to enter District property to perform said maintenance. The location of the flashing beacon is depicted on Exhibit 'A'.

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. **Maintenance of Flashing Beacon.** The County and its employees, authorized agents, and contractors may enter upon the area depicted in Exhibit A, as determined solely by the County, to perform routine and emergency maintenance on the flashing beacon. Subject to budgeted appropriations of the County, the County will be responsible for all aspects of the flashing beacon, including but not limited to, installation, maintenance and/or replacement of the flashing beacon, as solely determined by the County.
2. **Intentionally Deleted**
3. **Duration And Term.** Subject to budgeted appropriations of the County, this Agreement and the authorization provided herein shall be in place as long as the District uses the roadway in accordance with the terms of Recreation and Public Purpose Lease N-41566-36, and/or until the County does not require the use of the roadway.
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, Nevada 89074
(702) 799-5214 (Office)

With a Copy To: Clark County School District Legal Office
Attn: General Counsel
5100 West 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 Department of Public Works
Attn: Denis Cederburg, Director
500 South Grand Central Parkway, 2nd Floor
Post Office Box 554000
Las Vegas, Nevada 89155
(702) 455-6020 (Office)
(702) 455-6040 (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 self-insure in accordance with Nevada law.

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 9th day of December, 2022.

**CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE**

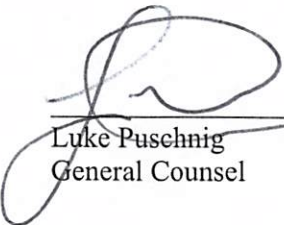


Mark Campbell
Interim Chief of Facilities

12/9/2022

Date

APPROVED AS TO FORM:



Luke Puschnig
General Counsel

10-13-22

Date

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

PASSED, ADOPTED and APPROVED this _____ day of _____, 2023.

CLARK COUNTY, NEVADA on behalf of the DEPARTMENT OF PUBLIC WORKS

Randall J. Tarr, Deputy County Manager

Date

APPROVED AS TO FORM:

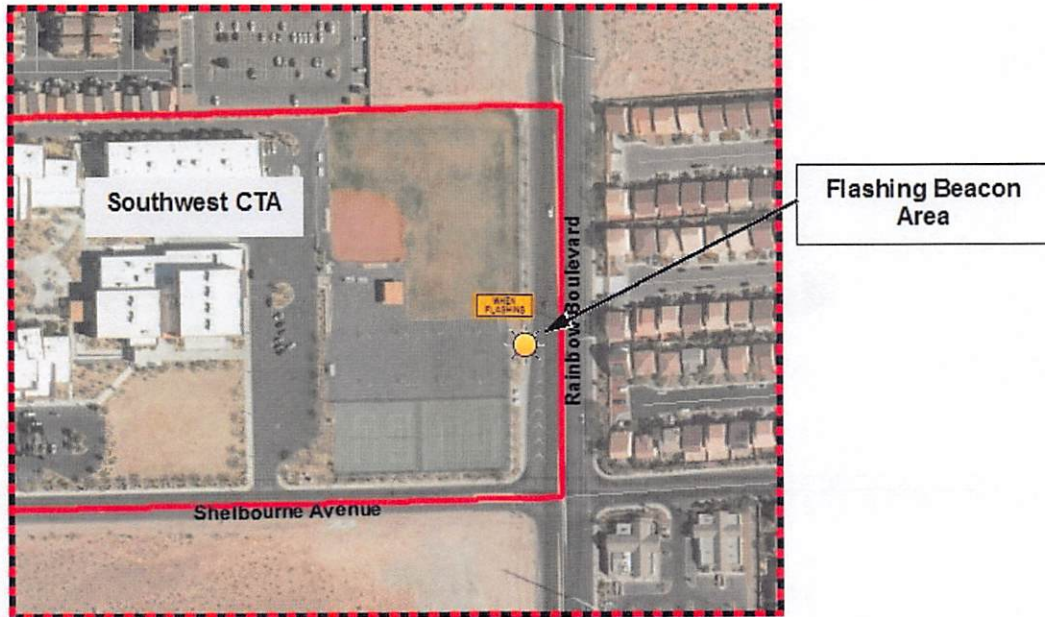


Laura C. Rehfeldt
Deputy District Attorney

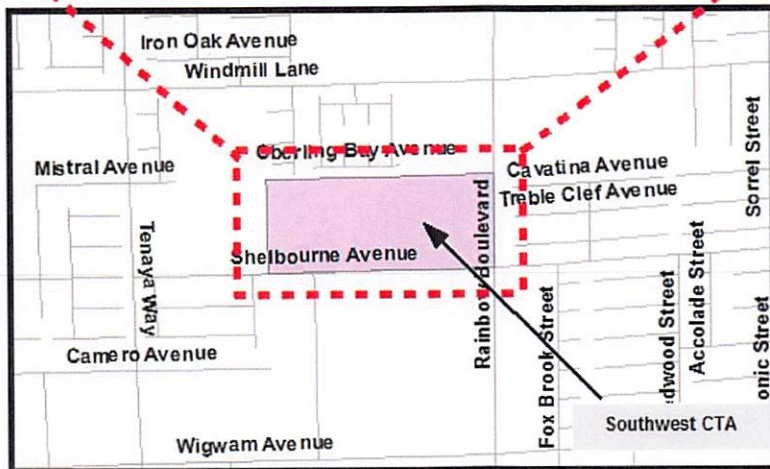
Date

1/3/23

Exhibit A



Site Map



Location Map



INTERLOCAL AGREEMENT
CLARK COUNTY PUBLIC WORKS
SOUTHWEST CAREER AND TECHNICAL ACADEMY