

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT
DORIS HANCOCK ELEMENTARY SCHOOL**

This Interlocal Agreement for Doris Hancock Elementary School Improvements (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation with the State of Nevada (hereinafter referred to as "City") and Clark County School District, also a political subdivision of the State of Nevada (hereinafter referred to as "District"). The City and District are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the owner of the real property located at 1661 Lindell Road, Las Vegas, Nevada, 89146, APN# 163-01-601-001, more commonly known as Doris Hancock Elementary School (hereinafter referred to as "School"), (see Exhibit "A" attached hereto and made a part thereof); and

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 authorizes any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use parks and playgrounds for their mutual benefit, and

WHEREAS, the City desires to construct certain improvements (hereinafter referred to as "Improvements") on School property; and

WHEREAS, the location of said Improvements shall be located on a portion of APN#163-01-601-001 as depicted in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, this Agreement is made for the purpose of setting forth the respective obligations of the Parties hereto in connection with the Improvements and the Parties have agreed to enter into this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURPOSE

The Purpose of this Agreement sets forth the conditions whereby City and its employees, authorized agents, and contractors may enter upon School to install Improvements.

RESPONSIBILITIES

The City, at its sole expense, agrees to the following:

- Install a six-foot wide concrete walking path around the existing grass field south of the school. Install a concrete pad and exercise equipment in the open area west of the existing shaded tot-lot equipment located south of the school.
- Install benches and trash receptacles at the new exercise equipment area.
- Design and construct, by City and/or outside forces, all work performed on Improvements. Prior to commencement, District Facilities Division will approve the design and construction.
- Upon completion of said entry leave School in as neat and presentable condition as existed prior to entry, with all fences, structures, and other property intact.
- No property of the District will be accessed or disturbed without prior District approval.
- At its sole expense, replace and/or repair any damage caused to School.

The District agrees to the following:

- District shall not remove the Improvements installed by City for a period of 10 years from the date of installation unless District determines removal is necessary to facilitate the renovation or replacement of School. District shall notify City three (3) months prior to the commencement of construction of any substantial renovation or replacement of School.

Upon written notification from the City to District that the Improvements are complete, the District shall notify the City within thirty (30) business days of receipt of the written notice of completion from the City if Improvements are unacceptable to the District. In the event the District fails to do so within said thirty (30) business day period, the District shall be deemed to have approved the Improvements. If the District reasonably objects to any portion of the Improvements within a thirty (30) business day period, then the City shall have forty-five (45) business days to cure such defects after receipt of the District's written objection. If City fails to cure such defects within said forty-five (45) business day period, the City shall at its sole expense and nevertheless commence such cure work within said forty-five (45) business day period and diligently prosecute same to completion. Once the City has completed all Improvements and the District approves said Improvements, title to the Improvements shall transfer to the District.

District grants City the right to enter School per the terms of this Agreement. Any damage to School resulting from City's construction of the Improvements shall be repaired at City's expense. Once the Improvements are approved and accepted in writing by the District, City will have no obligation to maintain the Improvements. The District acknowledges that it will be responsible for any and all future maintenance and repair of Improvements.

DURATION AND TERMINATION

Each Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term of this Agreement, which the other Party has failed to cure within thirty (30) calendar days after the breaching Party's receipt of written notice of such breach. This Agreement may also be terminated by mutual written agreement between the Parties.

GENERAL LIABILITY

Each party hereto shall carry commercial general liability 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. Each party 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.

Indemnity. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this MOU. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its agents, officers, and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this agreement whether those actions were performed by its agents, officers, employees, participants, attendees, and/or invitees.

NOTICES

Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To District: Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 Office
(702) 799-5236 Fax

With a Copy To: Doris Hancock Elementary School
Attn: Principal
Attn: Facility Services Representative
1661 Lindell Road
Las Vegas, NV 89146
(702) 799-4205 Office

To City: City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Superintendent
(702) 229-1022 phone
(702) 464-2522 fax

MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the Improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the Improvements.

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 bind the respective Party.

COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla
Deputy City Attorney

9/17/10
Date

CLARK COUNTY SCHOOL DISTRICT

By: _____
Jeff Weiler, Chief Financial Officer

ATTEST:

APPROVED AS TO FORM & CONTENT:

By: _____
C.W. Hoffman, Jr.
General Counsel

Date

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.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM & CONTENT:

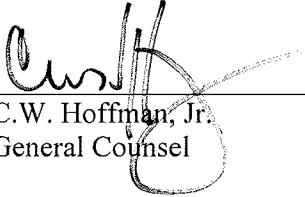
By _____ Date _____
Deputy City Attorney

CLARK COUNTY SCHOOL DISTRICT

By: _____ Date _____
 Jeff Weiler, Chief Financial Officer

ATTEST:

APPROVED AS TO FORM & CONTENT:

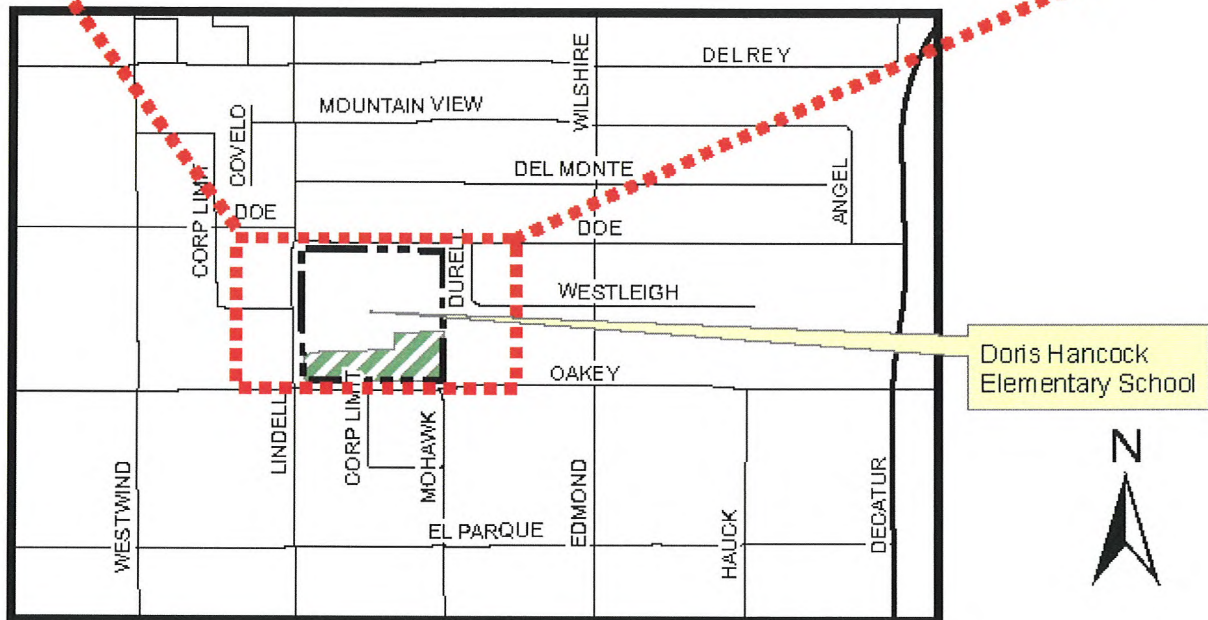
By: _____ Date _____
 C.W. Hoffman, Jr.
General Counsel

9/21/16

Exhibit A



Site Map

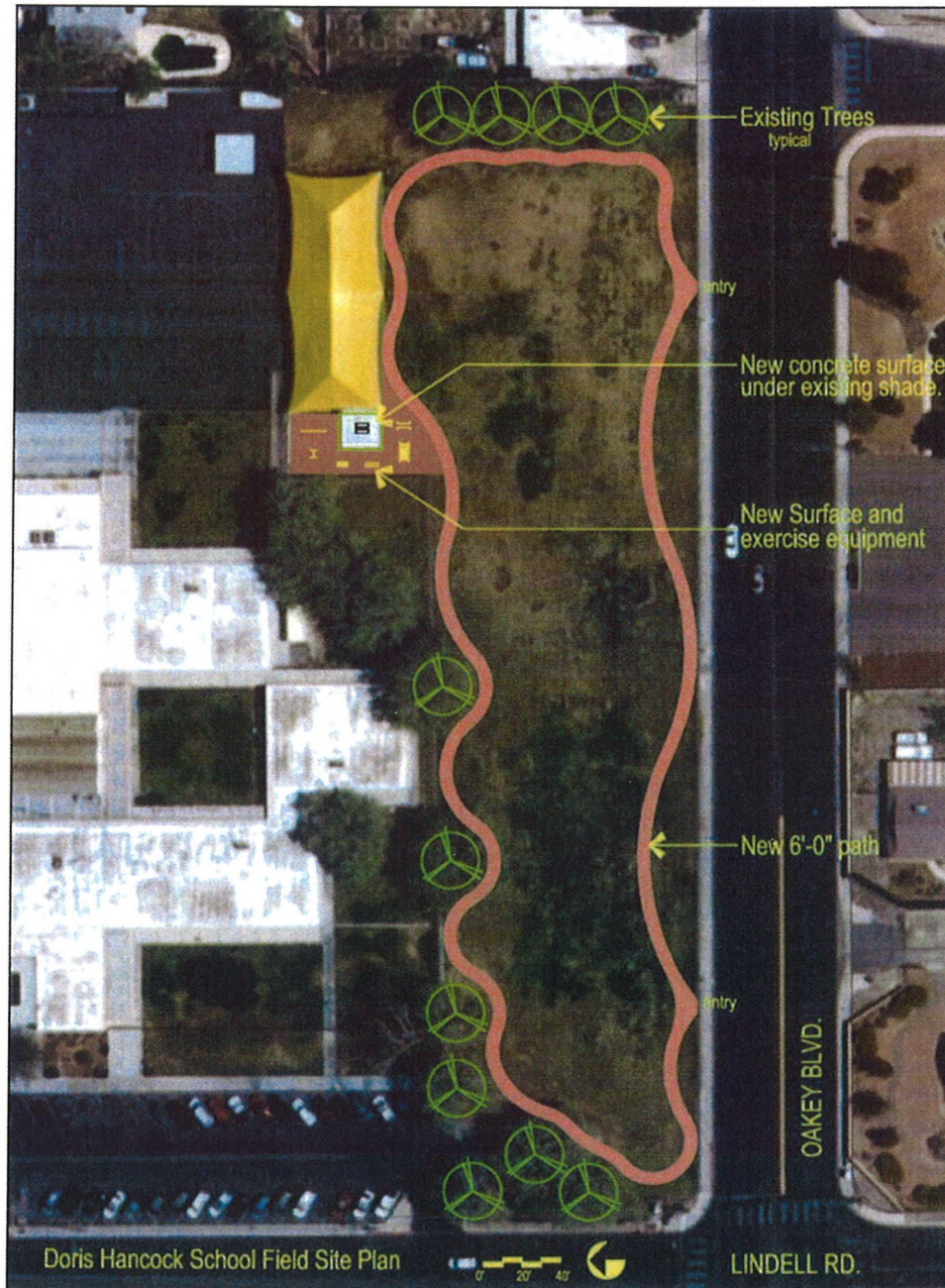


Location Map

**INTERLOCAL AGREEMENT
BETWEEN CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
AT DORIS HANCOCK ELEMENTARY SCHOOL**

Exhibit B

Improvement Plan



1. Exercise equipment area.
2. New 6' wide pathway around field.



2/09/10