

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT FRANK F. GARSIDE JUNIOR HIGH SCHOOL**

This Interlocal Agreement for Frank F. Garside Junior High School Improvements (hereinafter referred to as "Agreement") is made and entered into this 2ND day of MARCH, 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 203 Newcomer Street Las Vegas, NV 89107 (hereinafter referred to as "Park") and 300 S. Torrey Pines Drive, Las Vegas, Nevada, 89107, APN#'s 138-35-111-004 and 138-35-215-001 respectively, more commonly known as Frank F. Garside Junior High 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 Park property; and

WHEREAS, the location of said Improvements shall be located on a portion of Park 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:

Section 1. 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.

Section 2. Responsibilities

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

- Install a six-foot high outfield fence with concrete mow curb and safety cap, tied into the existing backstop and sideline fencing. Gates will be installed for maintenance access.
- Remove and replace the existing lower six feet of the backstop and sideline chain link fence fabric, due to deformation, with 9-gauge chain link fabric.
- 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 Park and School property 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.
- Replace and/or repair any damage caused to Park or School property.
- Provide District with priority use during regular school hours in accordance with the Open Schools – Open Doors Community Access Agreement dated September 6, 1996.

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, maintenance and repair of the Improvements shall transfer to the District. Maintenance for the field remains with the City.

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

- Grant City the right to enter Park and School property during construction of Improvements per the terms of this Agreement. Any damage to Park or School property resulting from City's construction of the Improvements shall be repaired at City's sole expense.
- Once the Improvements are approved and accepted in writing by the District, City will have no obligation to maintain and repair the Improvements. District acknowledges that it will be responsible for any and all future maintenance and repair of Improvements only as the City is still responsible for the maintenance of the field.
- Provide City priority use during non-school use in accordance with the Open Schools – Open Doors Community Access Agreement dated September 6, 1996.
- Will not remove any Improvements installed by the City for a period of at least ten (10) years from the date of installation without mutual agreement. District shall provide not less than six (6) months notice of its intent to remove Improvements.

Section 3. 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.

Section 4. Insurance and Indemnity

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.

Should City hire an outside contractor to perform all or part of these improvements, City must require said contractor to, (i) provide insurance and indemnity from this Party, (ii) protect City and District as additional insureds, and (iii) provide District with a waiver of subrogation on the workers compensation insurance.

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 Agreement.

Section 5. 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: Frank F. Garside Junior High School
Attn: Principal
Attn: Facility Services Representative
300 South Torrey Pines Drive
Las Vegas, NV 89107
(702) 799-4245 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

Section 6. 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.

Section 7. 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.

Section 8. 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.

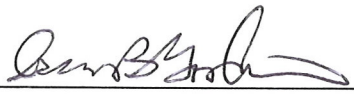
The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement 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

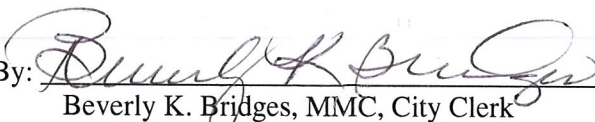
be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

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

CITY OF LAS VEGAS

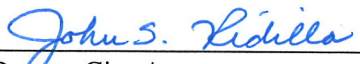
By: 
Oscar B. Goodman, Mayor

ATTEST:

By: 
Beverly K. Bridges, MMC, City Clerk

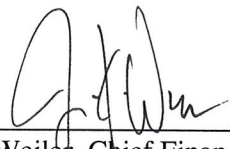
APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

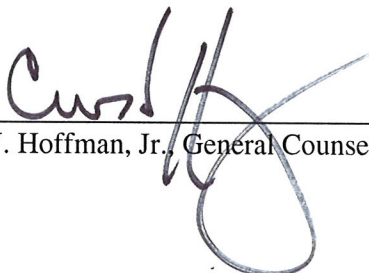
By: 
Deputy City Attorney

11/19/10
Date

CLARK COUNTY SCHOOL DISTRICT

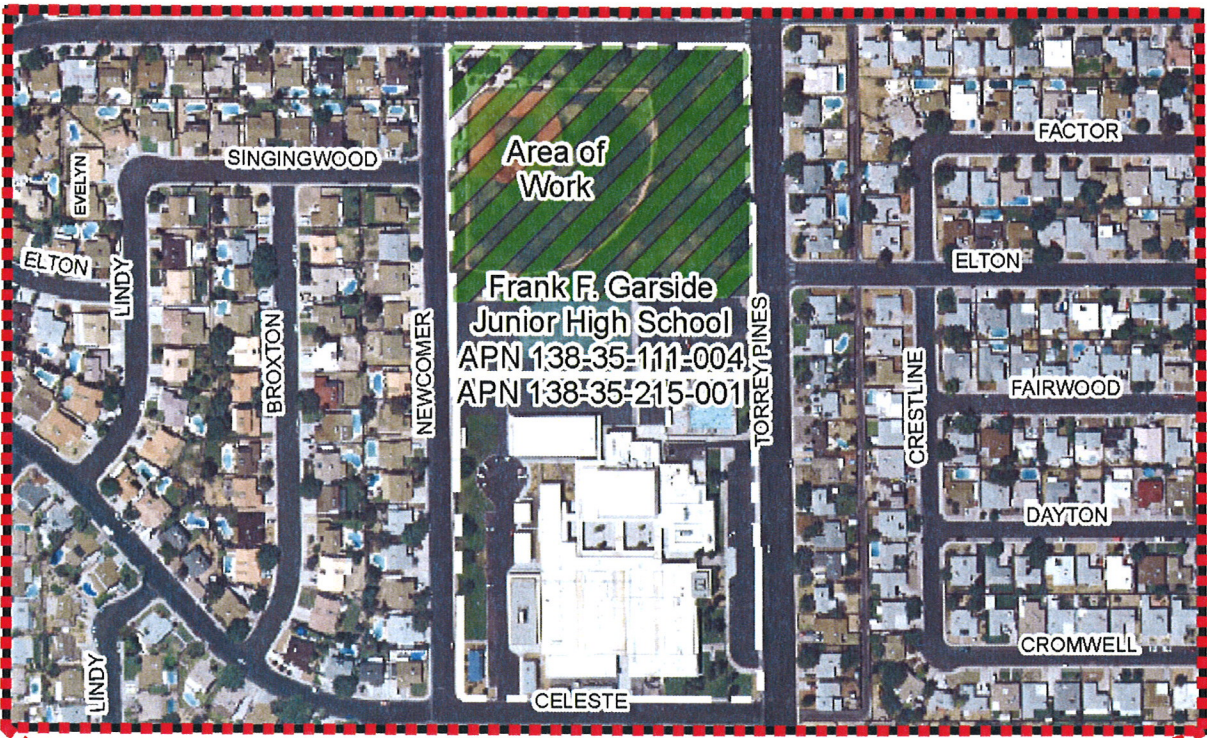
By: 
Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM & CONTENT:

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

11/29/10
Date

Exhibit A



Site Map



Location Map

Frank F. Garside
Junior High School



**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT FRANK F. GARSIDE JUNIOR HIGH SCHOOL**

Exhibit B

1. New Outfield Fence

\$ 54,000

This option would add a 6-foot high chain link outfield fence with concrete mow curb and safety cap, tied into the existing backstop and sideline fencing as shown in red below. Gates would provide access for maintenance staff.



2. Fence Fabric Replacement

\$ 2,300

This option would replace the lower 6 feet of the existing backstop and sideline chain link fence fabric with new 9-gauge chain link. The current fabric is still holding its own structurally but is noticeably stretched and bowed from play in places.

