

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE CLARK COUNTY SCHOOL DISTRICT
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada (the "Sponsor") and the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (the "District"), pursuant to authority granted by NRS 277.045.

This Agreement is effective on the date signed by the Sponsor and District, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, the Sponsor, by and through its Department of Youth Development and Social Innovation, operates a Child Nutrition Program after school for elementary, middle, and/or high school age children. 42 U.S.C. § 1751 et. seq.; 42 U.S.C. § 1771 et. seq.; and

WHEREAS, the Sponsor desires to purchase food products from the District's Food Service Department ("Food Service") for the 2021-2022 school year. The Agreement covers the period beginning July 1, 2021, and ending June 30, 2022.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

AGREEMENT

1. DISTRICT AGREES:

A. The District will provide U.S. Department of Agriculture ("USDA") reimbursable snacks and/or milks delivered to the school cafeteria for all Child Nutrition Programs at sites and programs listed on **Exhibit A**, at the bulk sales price billed at the District's cost plus ten percent (10%). The District retains the right to negotiate menu items or the price of snacks and/or milk.

B. Any additions or deletions to the list of Child Nutrition Program locations listed on **Exhibit A** will be made by email to foodserviceorder@nv.ccsd.net as soon as possible. The District will verify receipt of such notification and send the verification to HWest@LasVegasNevada.gov.

C. Snacks and/or milks will consist of components that meet the USDA meal pattern of the appropriate Child Nutrition Program to be considered reimbursable.

D. The District will change the number of snacks and/or milks delivered after being notified by email by 8:00 am local Las Vegas time, four (4) working days prior to the date of delivery (at the District's email listed in Section 9). For example, a change received by 8:00 am local Las Vegas time on Monday will be effective on Friday.

E. Every effort will be made to change menu items by the second month following a request by either party pending availability of products.

F. District will post the following month's menus on the Food Service website at least one week before the end of the current month.

G. Menu substitutions are permitted. Except for beverages and emergency situations, the same items will not be served the day before or the day after the change.

H. Snacks and/or milks will be delivered on a daily basis to the Child Nutrition Program sites when schools are in session.

I. Snacks and/or milks will meet local health standards for preparation, delivery, and storage. Each item will be wrapped or packaged for single service.

J. The quantity of snacks and/or milks delivered and received, and the description of snacks served, will be recorded daily on the form provided by the District. This form will be used for preparing and paying invoices.

K. A monthly invoice will be sent to the Sponsor within seven (7) working days of the end of the month.

L. No individual student information will be included on the invoices, receipts, or menu records.

M. Full and accurate records including invoices, receipts, and menu records containing the amount of food prepared and daily number of meals, snacks, and/or milks delivered by the District to each snack program will be maintained and available to representatives of the Nevada Department of Agriculture, Food and Nutrition Division; USDA, Food and Consumer Services; the U.S. General Accounting Office; and USDA, Office of the Inspector General, during normal District business hours. These records will be retained by the District for a period of three years from the date of receipt of final payment under this Agreement, or in cases where an audit remains unresolved, until such time as the audit is resolved.

N. The District will not charge for snacks and/or milks that are delivered beyond the agreed upon time, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements set forth herein, or that have been disallowed by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.

O. The District agrees to operate in accordance with current USDA Child Nutrition Program regulations.

2. SPONSOR AGREES:

A. The Sponsor will notify the District by email by 8:00 am local Las Vegas time four (4) working days prior to the date of delivery of any change in the number of snacks and/or milks (at the District's email listed in Section 9). For example, a change received by 8:00 am local Las Vegas time on Monday will be effective on Friday.

B. The Sponsor's enrichment program instructor at each individual school will establish a time for pick-up of snacks and/or milk with the Food Service site worker.

C. The Sponsor's enrichment program instructor at each individual school will count the complete snacks and/or milks and record and sign the District form at the time of pick-up.

D. Sponsor shall issue a check, within 21 days of receiving the monthly invoice, for payment of all snacks and/or milks delivered where the District is not the agency sponsoring the USDA Child Nutrition Program.

E. No individual student information will be included on the invoices, receipts, or menu records.

F. Sponsor agrees to store and serve snacks and/or milks in accordance with local health standards. Snacks and/or milks will be stored in dedicated milk coolers. No personal items may be stored in dedicated milk coolers.

G. Sponsor agrees to serve all required components of snack and/or milk according to the regulations of the appropriate USDA Child Nutrition Program.

H. The Sponsor will not pay for snacks/and or milks that are delivered too late to be served during the beginning of the afternoon USDA Child Nutrition Program, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements as set forth herein, or that have been disallowed for reimbursement by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.

I. Sponsor will notify the District within five (5) working days that credit is due for snacks and/or milks that did not meet the meal pattern requirements delivered, or that were unsuitable for human consumption, or spoiled.

3. FERPA. The Parties will only exchange statistical data regarding snacks and milk. No personally identifiable student information will be exchanged between the Parties. In the event such information is inadvertently provided, the Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Educational Rights and Privacy Act ("FERPA"). 20 U.S.C. § 1232g; 34 C.F.R. Part 99; NRS 392.029.

4. INDEMNIFY AND HOLD HARMLESS. Subject to the limitation of law, and to the extent allowed by Nevada law, each party agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, and agents committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

6. NO THIRD PARTY RIGHTS. This Agreement is made for the benefit of the Parties, and not for the benefit of persons who are not Parties to this Agreement. There are no intended or implied third party beneficiaries of this Agreement.

7. TERMINATION. This Agreement may be terminated by notice in writing given by any party hereto to the other Parties at least 30 days prior to the date of termination. A copy of the termination letter must be sent to: Clark County School District, Food Service Director, 6350 E. Tropical Parkway, Las Vegas, Nevada 89115.

8. FORCE MAJEURE. Neither party shall be liable for failure or delay in the performance of this Agreement due in whole or in part to an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, civil commotion, sabotage, fire, flood, explosion, act of government, including quarantine restrictions, unforeseen shortage or unavailability of materials, or any other causes which are not within the Parties reasonable control. Obligations under this Agreement should resume as soon as possible should the impediment to performance resolve.

9. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only. Either party may designate a different address by providing the other party ten (10) days' prior written notice in the manner provided above.

If to District: Clark County School District Food Service Department
6350 East Tropical Parkway
Las Vegas, Nevada 89115
Phone: (702) 799-8123
Email: foodserviceorder@nv.ccsd.net

If to City: City of Las Vegas
Youth Development and Social Innovation
416 North 7th Street
Las Vegas, Nevada 89101
Phone: (702) 229-3401
Email: HWest@LasVegasNevada.gov
Ms. Hallema Bailey-West (contact person)

10. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

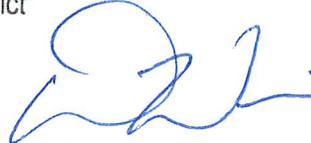
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Signature Page (continued)

CLARK COUNTY SCHOOL DISTRICT
"District"

By:



David Wines, Director
Clark County School District
Food Services Department

5/20/2021

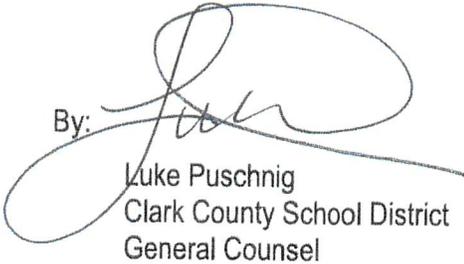
Date

Date of Approval by Board of School Trustees:

5/20/2021

Approved as to Form:

By:



Luke Puschnig
Clark County School District
General Counsel

Date

4/1/21

EXHIBIT A

Youth Enrichment Programs operated by the City of Las Vegas for the 2021-2022 school year, which require snacks and/or milks, are located in the following elementary and middle schools:

- | | |
|-------------------------------------|---|
| 1. Bonner, John W. ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 2. Givens, Lina Rankin ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 3. Heckethorn, Howard E. ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 4. O'Roarke, Thomas ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 5. Staton, Ethel W ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 6. Vassiliadis, Billy & Rosemary ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |
| 7. Ward, Kitty McDonough ES | Child and Adult Care Food Program (City of Las Vegas sponsored) |