

**INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE CITY OF LAS VEGAS
AT BAKER PARK AND
JOHN C. FREMONT PROFESSIONAL DEVELOPMENT MIDDLE SCHOOL
AND ACADEMY OF MEDICAL SCIENCES**

This Interlocal Agreement ("Agreement") is made this _____ day of _____, 2022 ("Effective Date"), by and between the Clark County School District, a political subdivision of the State of Nevada ("District") and the City of Las Vegas, a municipal corporation of the State of Nevada ("City"). The District and City hereinafter may be referred to individually as "Party" or collectively, as "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 John C. Fremont Professional Development Middle School and Academy of Medical Sciences ("School") is located at 1100 East St. Louis Avenue, Las Vegas, NV 89104 and Baker Park ("Park") is located on the adjacent parcel, 1010 East St. Louis Avenue, Las Vegas, NV, 89104, collectively known as "Properties", as shown on Exhibit "A", and

WHEREAS, the School and Park share a common parking lot and vehicles can access both sites through the drive aisles of the parking lot as shown in Exhibit "B", and

WHEREAS, the Parties mutually agree and understand that the people using the Park and School will access from and park vehicles on sections of the parking lot located on either one of the Properties, and

WHEREAS, the Parties mutually agree and understand that this Agreement does not constitute conveyance or transfer of any rights, title, or interest in the Properties.

NOW THEREFORE, in consideration of the above referenced facts, the covenants of the Parties contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Terms and Conditions

1. **Intent and Purpose:** The intent of this Agreement is to allow visitors to the School and Park to be able to obtain access from and park from either property. It will also define the maintenance responsibilities for the parking lot.
2. **Right to Enter:** Both Parties agree not to restrict or prohibit any member of the general public, parent or staff members from parking on or taking access from either the School or Park while visiting or using the other Property, unless agreed to by the parties.
3. **Maintenance:** Each Party shall be solely responsible for maintenance of their respective Property.
4. **Term:** This Agreement will commence on the Effective Date and may be terminated by either party upon providing the other party written notice of such termination at least two (2) years before the termination date.

Contacts and Representatives

District Representative: For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District
Real Property Management
Attn: Director
1180 Military Tribute Place
Henderson, Nevada, 89074
Office: (702) 799-5214

With a Copy to:

Clark County School District
Office of General Counsel
Attn: General Counsel
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, Nevada, 89146
Office: (702) 799-5373

With a Copy to:

Fremont Middle School
Attn: Principal
1100 East St. Louis Avenue
Las Vegas, Nevada 89104
Office: (702) 799-5558

City Representative: For the purpose of communication, negotiation, or other notices, the following will be considered City's representative.

City of Las Vegas
Public Works Department
Attn: Real Estate Manager
495 S. Main Street, 5th Floor
Las Vegas, NV 89101
Office: (702) 229-1022

With a Copy to:

City of Las Vegas
City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, Nevada, 89106

5. Recording: This Agreement shall be recorded at the Clark County Recorder's Office on both Properties by the City.

6. Amendments: This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. 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.

7. **Further Assurances:** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

8. **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. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

9. **Governing Law and Venue:** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

10. **Severability:** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

INTERLOCAL AGREEMENT

Signature Page

CITY OF LAS VEGAS


Carolyn G. Goodman
Mayor

Date

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM



John Ridilla
Deputy City Attorney



Date

NOTARY ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on the ____ day of _____, 2022 by Carolyn G. Goodman, as Mayor of the City of Las Vegas, a political subdivision of the State of Nevada.

Notary Public

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

INTERLOCAL AGREEMENT

Signature Page

CLARK COUNTY SCHOOL DISTRICT



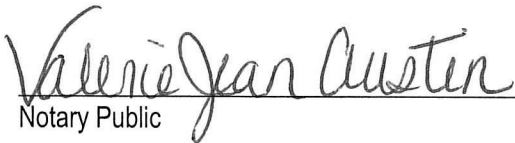
Mark Campbell,
Interim Chief of Facilities

6/13/2022
Date

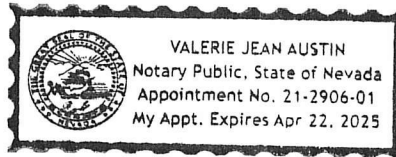
ACKNOWLEDGMENT

State of Nevada
County of Clark

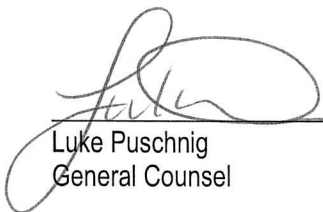
This instrument was acknowledged before me on the 13 day of June, 2022 by Mark Campbell, Interim Chief of Facilities of the Clark County School District.



Valerie Jean Austin
Notary Public



Approved As To Form Only:



Luke Puschnig
General Counsel

4/29/22
Date

Exhibit A

Legal Description

City of Las Vegas Property
APN: 162-03-801-141

A portion of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 03, Township 21 South, Range 61 East, M.D.B. & M. Clark County, Nevada, more particularly described as:

Lot One (1) as shown on map in File 126 of Parcel Maps, Page 82 in the Office of the County Recorder, Clark County, Nevada

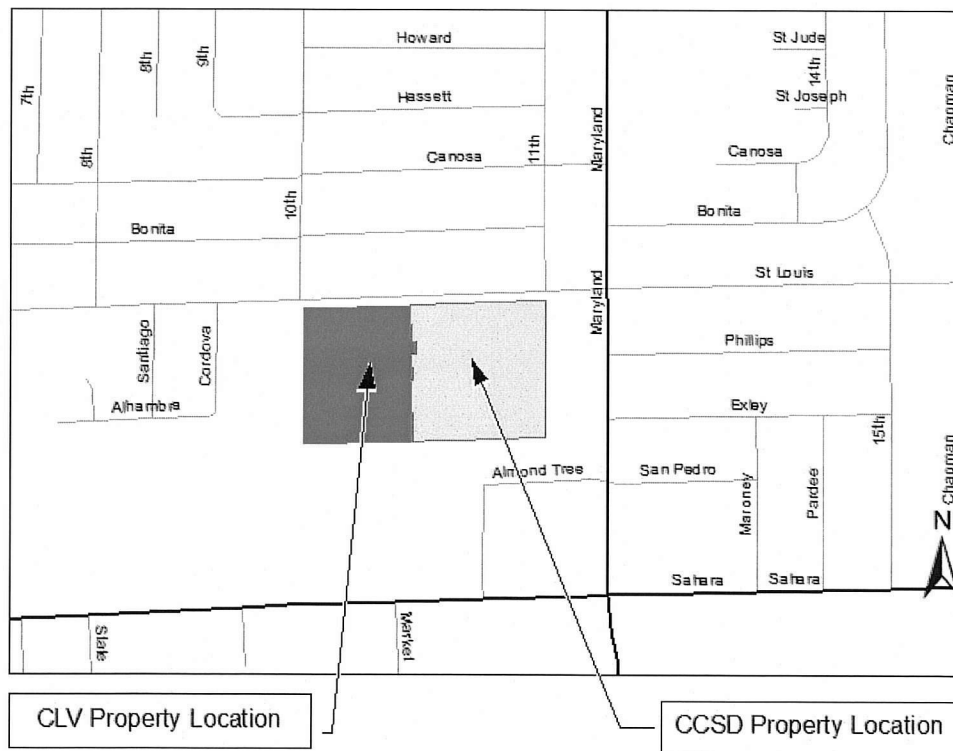
The site contains approximately 6.54 acres.

Clark County School District Property
APN: 162-03-801-144

A portion of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 03, Township 21 South, Range 61 East, M.D.B. & M. Clark County, Nevada, more particularly described as:

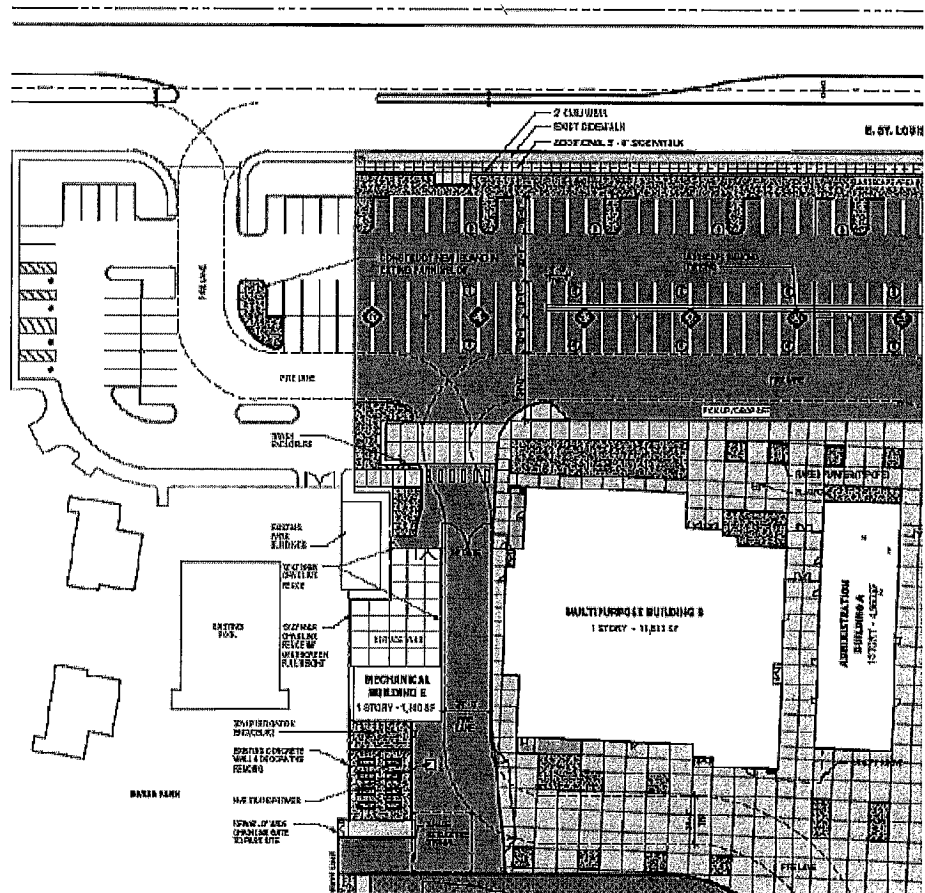
Lot Two (2) as shown on map in File 126 of Parcel Maps, Page 82 in the Office of the County Recorder, Clark County, Nevada

The site contains approximately 7.98 acres.



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Exhibit B



**INTERLOCAL AGREEMENT
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