



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** January 25, 2018

**RE:** *Approval of Interlocal Agreement between the County School District (CCSD) and Southern Nevada Health District*

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**PETITION #04-18**

**That the Southern Nevada District Board of Health** *approve the attached Interlocal Agreement with CCSD for a three-year period for SNHD's provision of services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics and other community health programs as mutually agreed upon.*

**PETITIONERS:**

**Joann Rupiper, Chief Administrative Nurse** *JR*  
**Fermin Leguen, MD, Director of Clinical Services** *FL*  
**Andrew J. Glass, FACHE, MS, Director of Administration** *AG*  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *JS*

**DISCUSSION:**

This Interlocal Agreement is to allow SNHD to provide health promotion/disease prevention services to CCSD students, staff and/or members of the public on CCSD property using a revised CCSD District Facility Use Request form. Services may include, but are not limited to, general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluation and oral health programs.

**FUNDING:**

Administrative fee for services will be required from students but no child will be refused services for lack of payment of this fee.

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY SCHOOL DISTRICT  
AND SOUTHERN NEVADA HEALTH DISTRICT  
Facility Use for Onsite Provision of Health Promotion and Disease Prevention  
Services**

This Interlocal Agreement ("Agreement") is made and entered into between Clark County School District ("CCSD"), a political subdivision of the State of Nevada, and Southern Nevada Health District ("Health District"), also a political subdivision of the State of Nevada (individually "Party," collectively "Parties").

**RECITALS**

**WHEREAS**, Nevada Revised Statutes ("NRS") Chapter 277 provides that two or more public agencies may enter into an Agreement for the performance of any governmental service, activity, or undertaking which any of said agencies is authorized by law to perform; and

**WHEREAS**, both CCSD and Health District desire to enter into this Agreement pursuant to NRS Chapter 277 for the provision of health promotion/disease prevention services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics, and other community health programs as mutually agreed upon; and

**WHEREAS**, CCSD and Health District agree that services will be provided directly by Health District, at no cost to CCSD; and

**WHEREAS**, CCSD and Health District agree that although an administrative fee for services will be requested from the student, no child will be refused service for lack of payment of this fee; and

**NOW, THEREFORE**, in consideration of the above recitals, the Parties hereto agree to the following:

**I. USE OF PREMISES**

a. Health District shall use the designated location on **SCHOOL PROPERTY** in order to provide healthcare services.

b. This Agreement is the controlling document. Due to the existence of this Agreement, pursuant to CCSD Regulation 3613(I) (B) (3), the Health District's use of **SCHOOL PROPERTY** is not subject to all of the provisions of Regulation 3613. However, Health District's use of **SCHOOL PROPERTY** is subject to this Agreement, the requirements of NRS Chapter 277 and CCSD Regulation 3613(II) to (VII). See Attachment A ("CCSD Regulation 3613").

**Health District will complete the CCSD District Facility Use Permit form (CCF-410), as modified for Health District, for purposes of the activities conducted under this Agreement. On page one of the District Facility Use Permit, the acknowledgement language will be modified to state that Health District has read and understands sections II thru VII of CCSD Regulation 3613. On page two, the Liability Agreement language will be modified to state, "The responsibilities of the Parties involved when using CCSD facilities as set forth in the Agreement between CCSD and the Health District." See Attachment B (modified CCSD District Facility Use Permit).**

## **II. MAINTENANCE/OPERATION**

**a. Responsibility: Health District shall be responsible to leave the SCHOOL PROPERTY in a clean and orderly condition at the completion of use. Health District shall be responsible for the proper disposal of medical waste, blood bearing, and blood-contaminated materials, and all other used medical materials in compliance with all appropriate laws and regulations.**

**b. Security: Health District shall be responsible to obtain security, as they deem appropriate.**

**c. Rules and Regulations: Each Party shall observe and enforce all established rules and regulations of the other in connection with the operation of services. Health District is solely responsible for obtaining and maintaining all applicable licenses and permits, meeting all federal, state or local laws and regulations related to providing the agreed upon health services. Nothing in this agreement is meant to establish any sort of legal relationship between the Parties.**

**d. Protection of Children: To the extent any third party staff or volunteers facilitated by Health District are used, they must not be alone with children/students. These individuals must be accompanied by either a Health District employee or another responsible adult.**

## **III. HEALTH DISTRICT AGREES TO:**

**a. Services: Provide health promotion/disease prevention services to students, CCSD staff, and/or members of the general public. Services can include and are not limited to the provision of general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluations, and oral health programs. Any directions for after-care will be provided to parents/legal guardians or other members of the general public receiving services. No reproductive services or family planning will be provided.**

**b. Staffing: Facilitate staffing for the provision of services. Staff may include Health District employees or third party staff facilitated by Health District. Health District will be responsible for any third party staff and volunteers and is solely responsible for any applicable laws, regulations, taxes, and insurance requirements, including but not limited to-payroll taxes, workers compensation, unemployment, and liability insurance.**

**c. Safety: Follow established technical procedures for the provision of services.**

**d. Health District agrees to comply with all laws, rules and regulations as they may be amended from time to time, applicable to this Agreement including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations in the course of operating and providing services under this Agreement. Health District acknowledges that it is solely responsible for compliance with HIPAA. HIPAA does not apply to CCSD. Health District agrees to instruct/train its representatives, officers, agents, and employees regarding all applicable confidentiality laws and rules.**

**e. Communication: Provide parent/legal guardian consent forms for students/minors at least two weeks prior to the scheduled event and/or make such consent forms available during the provision of services. Services will only be provided to students who have written parental/guardian consent.**

**f. Health District will be required to provide a copy of any third party contracts that are in place for the provision of the services described in this Agreement.**

**g. Operating Schedule: Contact CCSD Health Services Department prior to scheduling any events at CCSD sites for approval of type of event and site selection. Provide notice of events scheduled at schools to CCSD Health Services at least two weeks prior to the event.**

**h. District Facility Use Permit: Complete a CCSD modified District Facility Use Permit for each school where services are being provided, subject to 1(b).**

**i. Publicity: Agrees to provide notice to the CCSD Health Services Department of any publicity taking place at, or referring to the services/operations within 24 hours of the event.**

**j. Supplies: Health District is responsible for obtaining and maintaining medical supplies for service.**

**k. Data: Provide an annual written report to CCSD, by July 31st of each year, detailing information such as types of services delivered and numbers of students and school sites impacted. The annual written report will be limited to statistical information, and will not contain personally identifiable information.**

**l. Maintain and evidence to CCSD, the following insurance coverages:**

**i. 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.

ii. Evidence of statutory workers compensation/employers liability in an amount no less than \$1,000,000.00.

m. Health District will supply insurance coverage verification once per year to: CCSD Health Services Department, Risk and Environmental Services Department, and the Business and Finance Division.

#### **IV. CCSD AGREES TO:**

a. Allow Health District to offer and provide health promotion/disease prevention services to targeted populations at CCSD schools. The Parties must agree on specific schools where services will be provided.

b. Distribute project materials including notices of service and consents to parents/legal guardians.

c. Provide a designated service delivery site at each school that has access to running water and space to accommodate portable equipment and a waiting area for recipients, as applicable.

d. Allow students to be released from school activities for an appropriate length of time when services are provided during the school day.

e. Assist Health District personnel in the development of a workable schedule to facilitate student access to services.

f. Not release any confidential information regarding service delivery, without prior written consent from the parent/legal guardian. To the extent any confidential information is shared between the Health District and CCSD, CCSD agrees to comply with the Family Educational Rights and Privacy Act (FERPA).

#### **V. INDEMNITY**

a. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under, NRS 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 negligence in the performance of this Agreement. Consistent with the above, each Party shall, to the extent permitted by NRS Chapter 41, protect and defend the other Party, its governing board, individual members thereof, and/or all employees and assume all

costs, expenses and liabilities for negligence claims which the other Party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this Agreement.

b. The Parties agree that in the event of a dispute, each Party will bear its own costs of litigation and attorney's fees.

#### **VI. NON-DISCRIMINATION**

CCSD, Health District, and all others, who from time to time may use school property and facilities described herein with permission, and on the terms and conditions specified by both Parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, gender identity or expression, creed, national origin, age, or mental or physical ability, or status as a disabled veteran, or veteran of the Vietnam era relative to the provision of goods, services, facilities, privilege, advantages, and the holding and/or obtaining of employment.

#### **VII. THIRD PARTY DISCLAIMER**

This Agreement is made for the benefit of the Parties to the contract, and not for any outside party.

#### **VIII. ASSIGNMENT**

Health District may not assign its contract responsibilities without CCSD's consent.

#### **IX. SEVERABILITY OF TERMS**

It is not the intent of the Parties to violate any laws of the State of Nevada or of the United States. All Parties agree that in the event any provision of the Agreement is held by legal opinion of the Nevada Attorney General's Office or by a court of competent jurisdiction to be in contravention of such laws, all Parties will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

#### **X. CONDITIONS OF TERMINATION**

This Agreement shall be for a term of five (5) years from the date of execution unless the Parties agree to an extension. The date of execution of this Agreement shall be the date on which the last signature required is affixed hereto.

a. **Early Termination:** This Agreement may be terminated, without cause or penalty, by either Health District or CCSD immediately by written notice, certified mail, return receipt requested to the other Party.

b. Notices: All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Clark County School District  
Health Services Department  
3626. S. Pecos McLeod  
Las Vegas, Nevada 89121  
Attn: Lynn Row

Southern Nevada Health District  
Financial Services Department  
280 S. Decatur Blvd  
Las Vegas, NV 89107  
Attn: Financial Services Manager

c. Entire Agreement: This Agreement together with any documents referred to herein sets forth the entire terms and conditions regarding services for health services between the Parties hereto and supersedes all prior agreements, representations and understanding whether oral or written with respect to the services contemplated hereunder. No additions to or modifications or waivers of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto.

In Witness Whereof, the Parties hereto have executed and delivered this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.


**SOUTHERN NEVADA HEALTH DISTRICT (HEALTH DISTRICT)**

**Approved:**

\_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
Annette L. Bradley, Esq.  
General Counsel

\_\_\_\_\_  
Date

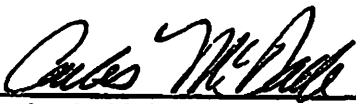
**CLARK COUNTY SCHOOL DISTRICT (CCSD)**

**Approved:**

\_\_\_\_\_  
Greta Peay  
Instructional Services Division  
Clark County School District

\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
Carlos L. McDade, Esq.  
General Counsel  
Clark County School District

1/2/2018  
Date



**Attachment A**

**CLARK COUNTY SCHOOL DISTRICT REGULATION**

**R-3613**

**USE OF DISTRICT BUILDINGS, GROUNDS, AND EQUIPMENT BY NON-SCHOOL GROUPS**

**Summary of Sections**

<b>I. General Guidelines</b>	<b>Page 2</b>
<b>II. Restrictions</b>	<b>Page 4</b>
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<b>V. Use of Kitchens</b>	<b>Page 7</b>
<b>VI. Use of Administration Buildings</b>	<b>Page 8</b>
<b>VII. Charges for Use District of Facilities</b>	<b>Page 8</b>

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**I. General Guidelines**

**A. Primary Use**

**The primary use of all resources of the Clark County School District ("District") shall be for the support of the basic instructional program. The District administration reserves the right to revoke any permit immediately, if the need arises. Notice shall be given, in writing, to the group which filed the initial request as soon as possible. The individual ultimately responsible for the use and care of each District facility is the site administrator. In order to fulfill that responsibility, the site administrator or designated administrator decides initial approval or denial of each application for facility use, based on the description of the activity, the availability of the facilities requested, and the availability of qualified District employees who will accept the responsibility of the duties to oversee the facility during the activity.**

**B. Other Uses**

**All use of District property is subject to all sections of this regulation unless:**

- 1. The use is for a program funded by the District with revenue/expenses accounted for by the Business and Finance Division.**
- 2. The use is subject to interagency agreements between the District and other public agencies. Such agreements shall be subject to the requirements of Chapter 277 of the Nevada Revised Statutes and are subject to Sections II through VII of this regulation.**
- 3. The use is subject to agreements between the District and other private/public agencies. Such agreements shall be subject to approval by the Superintendent or designee.**
- 4. The outside group is a professional educational association who may utilize District facilities at no cost when activities include District administrative, teaching, or support staff; participants are not charged for attending; and when approved by the Superintendent or designee.**

**C. Indemnification**

Any group, agency, or organization (group) using District property shall hold harmless and indemnify the District, the Board of School Trustees, the individual members thereof, and/or all District 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 any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees and/or volunteers in the use of a District facility or in their direction of District employees. In addition, the group, agency, or organization (group) shall defend the District, the Board of School Trustees, the individual members thereof, and/or all District employees and assume all costs, expenses, and liabilities of any nature to which the District may be subjected as a result of any claim, demand, action, or cause of action arising out of the use of a District facility by any group, agency, or organization (group).

**D. Insurance Coverage**

The group, agency, or organization (group) shall be responsible for maintaining insurance coverage in force for the life of the agreement. The insurance company must be licensed to write such insurance in the state of Nevada. The coverage required will be, at a minimum, General Liability Insurance including bodily injury, personal injury, and property damage with limits of at least \$1,000,000 per occurrence. Clark County School District, with the address of the Risk Management Department, must be named on the policy as an additional insured. The group, agency, or organization (group) must provide the site administrator with certificate(s) of insurance and additional insured endorsement, verifying coverage, at the time of application. The insurance carrier shall give the District a thirty-(30) day written advance notice of any termination, expiration, and any and all changes in coverage. Deductible and self-insurance retention shall be declared in the certificate(s) of insurance. The liability insurance may be provided under primary policies or by a combination of primary and excess policies. The Risk Management Department will be the final authority in determining if insurance coverage is adequate.

**E. Supervision**

There must be adequate adult supervision for all usage.

**F. District Staff On Duty**

**A District employee must be on duty at all times when a District building or utilities are required as part of the event. The site administrator will determine the number and qualifications of any additional District employees assigned to the event. All District employees must be compensated according to their negotiated labor agreement and paid through the District payroll system.**

**G. Receipt and/or Temporary Storage of Supplies and/or Equipment**

**If the use of a school facility by an outside group involves the receipt and/or temporary storage of supplies and/or equipment for the benefit of the group, this information must be included as part of the application. The District will not accept responsibility for loss or damage to such items while stored at the facility.**

**II. Restrictions**

**A. Gambling: Except as allowed by the applicable provisions of the Nevada Revised Statutes, no organization, public or private, shall be granted use of school properties, either sites or buildings, for any unauthorized gambling activity for personal gain.**

**B. District facilities may not be used:**

- 1. To further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or any state by force, violence, or other unlawful means.**
- 2. For unlawful activities.**
- 3. In a manner which is disruptive or disorderly, or which would cause others to be disruptive or disorderly.**
- 4. For dormitory purposes by any outside groups.**
- 5. For non-Clark County School District activities involving public renditions of music as more specifically defined by Clark County Ordinance (Chapter 6.65, Section 6.65.020), which are staged by promoters, tour agents, producers, or other individuals or organizations where members of the public are admitted.**

C. No group can subrent or front for another group that will actually use District property except as otherwise authorized under District Regulation 3613.1.

D. In no case shall the activity hours be scheduled or planned to extend beyond 11 p.m.

E. It is the policy of the District that using, smoking, or carrying lit tobacco products, "vapor" or "e-cigarettes", tobacco devices, or smokeless tobacco products is prohibited at any time on District property and at any school activity sponsored by the District. In addition, there will be no drinking or carrying of alcoholic beverages; and no possession, consumption, and/or distribution of drugs other than as prescribed by a physician. Refer to CCSD Regulation 4360.

F. The following activities are prohibited:

1. High risk activities such as:

- a. Carnivals (this prohibition is not intended to apply to non-professional carnivals put on by school-affiliated groups such as PTAs, PTOs, and PACs which provide insurance per Section 1(D))
- b. Circuses
- c. Animal shows or similar travelling shows
- d. Hot air balloons
- e. Skydiving
- f. Helicopter or any other aircraft involvement
- g. Animal or motor-driven carts and trailers
- h. Super slide or other inflatable apparatus
- i. Jumpstones
- j. Dunk tanks
- k. Any apparatus that does not meet District standards
- l. Any other activity that may, as determined by the site administrator or the Risk Management Department, jeopardize the health and safety of participants

The above list is not all-inclusive. For activities not specifically addressed within the regulation, the site administrator should consult with the Risk Management Department prior to approval.

2. Fireworks or other pyrotechnic displays, and other activities in violation of applicable fire codes.

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- 3. Activities involving the use or discharge of weapons.**
- 4. Activities likely to result in damage to District property.**

**G. An outside group may only use nonflammable decorations which are not permanently affixed to the facilities and which may be removed without damaging the facilities. The outside group is responsible for removing all decorations and signs after each use. Exterior signs require the site administrator's approval.**

**III. Priorities**

**Groups applying for the use of facilities should be aware of the possibility of cancellation when a conflicting need arises for use of the facility for school activities and educational programs. In the case of inclement weather, required maintenance, or required construction, the site administrator may deny the use of a playing field on a given date.**

**IV. Use of Grounds**

- A. All use of grounds is subject to all sections of this regulation with the exception that a responsible District employee is not required to be on duty unless access to a building or use of utilities is required.**
- B. Permanent installations which alter any grounds or playing fields are prohibited.**
- C. Proposed installation of any equipment, layout of fields, or other changes in existing conditions must be included in the application for use. Approval for such use is subject to revocation at any time. Written applications for such installations must contain detailed plans, materials, designs, and locations.**
- D. Groups may not dig holes or drive stakes that will damage the grounds. Heavy mechanical equipment shall not be brought on the grounds except on driveways and parking areas. Only portable-type booths or equipment can be used. Portable booths and equipment shall be removed immediately after the activity.**

- E. The installation of temporary fences and portable relocation buildings is subject to the discretion of the site administrator in consultation with the Director of Student Athletics with the understanding that these fences and buildings are subject to removal at any time. Written applications for such installations must contain detailed plans, materials, designs, and locations.**
- F. Motor vehicles shall be parked only in designated areas.**
- G. No item shall be placed on any multisurface if such placement will damage the playing surface.**
- H. Lines shall not be painted on tennis and multi-use courts or any other paved surface.**
- I. If the site administrator approves concession stands, all products must be served in or on disposable containers. No glass containers of any type are permitted. Groups using the grounds must leave them as clean as they were found. All trash and litter must be properly disposed of.**

**V. Use of Kitchens**

- A. Use of kitchen facilities in schools is subject to all sections of this regulation.**
- B. Kitchen facilities may be used only by school-sponsored or affiliated groups.**
- C. Requests for the use of school kitchen facilities shall be submitted to the designated site administrator who will coordinate the request with the facility food service manager.**
- D. The applicant shall provide all necessary information on a Use of Food Service Kitchen Facilities form (CCF-411) available from the Food Service Department.**
- E. Each group shall be responsible for obtaining all necessary food and supplies for its activity. Food and supplies cannot be billed or charged to the District.**
- F. Use of any equipment must be under the supervision of a qualified District food service employee. The provision also applies to any out-of-District catered event.**

G. The organization requesting the use of the facilities and the signer(s) of the application will be held responsible for any damage to the kitchen or equipment and any missing supplies or small wares.

H. The requesting organization is responsible for returning the kitchen to the state of cleanliness that meets District standards.

I. Any out-of-District catering services hired to serve food and using the school kitchen must be approved by the Director of the Food Service Department.

J. Food service personnel will not accept any payment or goods/services in lieu of payment from the outside group for any work required by this section related to the usage of District facilities or equipment.

VI. Use of Administration Buildings

An outside group using administration buildings of the District is subject to all policies and procedures in this regulation.

VII. Charges for Use of District Facilities

The use of District facilities or other property by outside groups must not impose increased financial impact or unreasonable additional staff time on the District unless specifically approved by the Superintendent or designee. See current fee schedule for pricing.

Legal Reference: NRS 393, School Property  
Review Responsibility: Business and Finance Division  
Adopted: [1330:8/22/83]  
Revised: (10/8/81; 11/13/90; 7/23/91; 8/27/91; 9/1/93; 10/5/93) 8/9/01  
Pol. Gov. Review: Revised: 1231: 9/23/04; 12/11/08; 9/11/14



**Exhibit B**

**CLARK COUNTY SCHOOL DISTRICT  
DISTRICT FACILITY USE REQUEST**

<b>CONTROL NUMBER</b>
-----------------------

<b>For Group Use (One Event/Session Per Form)</b>		<input type="checkbox"/> Profit	<input type="checkbox"/> Non-Profit (Provide non-profit status letter)
Requested School Name: _____		Location Number: _____	
Name of Organization: _____		Responsible Person: _____	
Organization Address (PO Box Not Accepted): _____		City: _____	State: _____ Zip Code: _____
Phone/Cell #: _____		Email/Fax: _____	
Description of Events: _____			
Cost to Participants: _____		Admission Costs: _____	
Estimated # of Participants and Attendees Per Hour: _____			
Area Requested: _____		Air Conditioning Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Start Date: _____	End Date: _____	Day of Week: _____	Start Time: _____ End Time: _____
Start Date: _____	End Date: _____	Day of Week: _____	Start Time: _____ End Time: _____
Start Date: _____	End Date: _____	Day of Week: _____	Start Time: _____ End Time: _____

This form is only a request until approved by the Accounting Department. Payments are due ten (10) business days prior to the event. Once payment is received the event will be listed on the Master Event Calendar and a permit will be issued, if applicable. Events not listed on Master Event Calendar are subject to closure by School Police or other District administrators. \* A new request will be required July 1st of every year.

**Are any of the following high-risk activities planned for your event?**

- Circus performances, animal shows, or similar traveling shows?  Yes  No
- Carnivals that are NOT operated by school-affiliated groups (such as PTAs, PTOs, PACs)?  Yes  No
- Use of dunk tanks, bounce houses, super slides or other inflatable apparatus?  Yes  No
- Use or discharge of weapons, fireworks or other pyrotechnic displays?  Yes  No
- Aerial operations including skydiving, hot air balloons, helicopters, or fixed wing aircraft?  Yes  No
- Use of animal or motor-driven carts and trailers?  Yes  No

**CERTIFICATE OF INSURANCE, ENDORSEMENT PAGE, AND LIABILITY AGREEMENT (CCF-410 PAGE 2 OF 2) ATTACHED**  
 Certificates of insurance must be completed as follows according to CCSD Regulation 3813:

- Name and address on permit must be same as Name of Insured
- Requesting Organization **MUST** have physical street address (no PO Boxes)
- Clark County School District **MUST** be shown as Additional Insured
- Ensure that the Additional Insured Endorsement is attached to the Certificate of Insurance.
- Certificate Holder **MUST** be shown as:  
 Clark County School District  
 4828 S. Pearl St.  
 Las Vegas, NV 89121

<b>I have read and understand section I thru X of CCSD REG 3813.</b>	
Signature: _____	Date: _____
Responsible Person	
<small>(Because this document is a public record, information you provide is subject to disclosure upon request pursuant NRS Chapter 238. However, failure to provide contact information to the District will result in a denial of a facility use permit.)</small>	

<b>For School Site Administrator Use</b>		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Services Requested:			
Custodian: <input type="checkbox"/> Yes <input type="checkbox"/> No	# Requested _____	Start Time _____	End Time _____
School Police: <input type="checkbox"/> Yes <input type="checkbox"/> No	# Requested _____	Start Time _____	End Time _____
Theatre Teacher: <input type="checkbox"/> Yes <input type="checkbox"/> No	# Requested _____	Start Time _____	End Time _____
Campus Monitor: <input type="checkbox"/> Yes <input type="checkbox"/> No	# Requested _____	Start Time _____	End Time _____
Kitchen Worker: <input type="checkbox"/> Yes <input type="checkbox"/> No	# Requested _____	Start Time _____	End Time _____
<small>(Kitchen Worker: Requestor must complete a CCF-411, Use of Food Service (Kitchen Facilities Request Application)</small>			
<small>*If any services above are requested, it is the school site responsibility to submit all appropriate work orders once permits are received.</small>			

School Site Administrator \_\_\_\_\_ Date \_\_\_\_\_

Once complete, send this form along with the Certificate of Insurance, the Additional Insured Endorsement, and non profit letter (if applicable) to Facility Usage, Location 688, or return by fax at 799-6248.



<b>For Accounting Department Use</b>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Accounting Department Signature _____	Date _____



DATE

SIGNATURE OF RESPONSIBLE PERSON

NAME OF ORGANIZATION

~~The District assumes liability for the negligent acts and/or omissions of the District's employees with respect to their involvement in this facility use agreement, as required under Nevada law.~~

~~CLARK COUNTY SCHOOL DISTRICT~~

~~GROUP, AGENCY, OR ORGANIZATION~~

~~Any group, agency, or organization (group) using District property shall hold harmless and indemnify the District, the Board of School Trustees, the individual members thereof, and/or all District 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 any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees and/or volunteers in the use of a District facility or in their direction of District employees. In addition, the group, agency, or organization (group) shall defend the District, the Board of School Trustees, the individual members thereof, and/or all District employees and assume all costs, expenses, and liabilities of any nature to which the District may be subjected as a result of any claim, demand, action, or cause of action arising out of the use of a District facility by any group, agency, or organization (group). The group, agency, or organization shall be responsible for maintaining insurance coverage in force for the life of the agreement. The insurance company(ies) must be licensed to write such insurance in the state of Nevada. The coverage required will be, at a minimum, General Liability insurance including bodily injury, personal injury, and property damage with limits of at least \$1,000,000 per occurrence. Clark County School District, with the address of the Risk Management Department, must be named on the policy as an additional insured. The group, agency, or organization (group) must provide the principal with certificate(s) of insurance, and additional insured endorsement verifying coverage, at the time of application. The group, agency, or organization (group) shall give the District a thirty (30) day written advance notice of any termination, expiration, and any and all changes in coverage. Deductible and self-insurance retention shall be declared in the certificate(s) of insurance. The liability insurance may be provided under primary policies or by a combination of primary and excess policies. The Risk Management Department will be the final authority in determining if insurance coverage is adequate.~~

~~If a condition requiring repair is found, it will be brought to the attention of the District immediately and the District will make the necessary repairs. Any repairs necessary due to the negligent or intentional acts of omissions of the group, agency, or organization, its employees, or volunteers will be the group, agency, or organization's responsibility. The amount of damage shall be decided by the department responsible for making the repairs and the group, agency, or organization shall pay for said damage.~~

The Clark County School District (District) is a self-insured government entity whose liability is governed by the guidelines established in Nevada Revised Statutes, Chapter 41.

The responsibilities of the parties involved when using District facilities are as follows:

**CLARK COUNTY SCHOOL DISTRICT**  
**DISTRICT FACILITY USE PERMIT**  
**LIABILITY AGREEMENT FOR**  
**USE OF CLARK COUNTY SCHOOL DISTRICT FACILITY**