

**Memorandum of Understanding
Clark High School Modular
Between
Clark County School District
and
City of Las Vegas**

This Memorandum of Understanding (hereafter, "MOU") is made and entered into this 8th day of May, 2007, between the City of Las Vegas, a municipal corporation of the State of Nevada (hereafter, "City") and the Clark County School District, a political subdivision of the State of Nevada (hereafter, "District").

RECITALS

WHEREAS, this MOU is made pursuant to, and is subject to, the terms and conditions of the Open Doors/Open Schools Joint Use Agreement dated September 19, 1996, (hereafter, "Agreement") between the City and School District. This MOU does not amend or modify the Agreement in any way.

WHEREAS, the District is the governmental entity which owns the real property and improvements thereon located at 4291 Pennwood Avenue, Las Vegas, Nevada, commonly known and referred to as the "Clark High School," (hereafter, "Premises") where the Clark Community School is operated, and

WHEREAS, the City and the District desire that modular facility be placed on District Property to allow the City through the Clark Community School, to provide community services.

NOW, THEREFORE, in view of the foregoing premises, the parties agree to the following:

1. **PURPOSE.** This MOU is entered into for the purpose of granting the City permission and authority to enter upon, and maintain, a modular building upon the Premises.
2. **AUTHORIZATION.** The City is hereby authorized to enter upon the Premises and maintain thereon a modular building to be used to coordinate Clark Community School activities. The District will also permit the City access to the District property, as needed to construct the modular and the improvements (ie. Handicap ramp, modular building skirting).
3. **TERM.** This MOU and the authorization provided herein shall commence as of the date of approval (which date shall be inserted in the first paragraph of this MOU) by the governing body of the District and the City, whichever is later. This MOU shall continue in force and effect until terminated as provided in Section 4.

Upon termination of this MOU, the City shall remove the modular building from the Premises, returning the Premises to its original condition, reasonable wear and tear excepted.

4. **RIGHT OF TERMINATION.** Either party may terminate this MOU and the authorization granted hereunder and such termination shall be effective six (6) months after written notice is given by the terminating party to the non-terminating party as provided in Section 10.
5. **LOCATION.** The District and the City shall agree to authorize continued use of the modular building upon the Premises. A site map depicting the approximate location is attached.

**Memorandum of Understanding
Clark High School Modular
Between
Clark County School District
and
City of Las Vegas**

11. INDEMNITY. Subject to NRS 41.035, the City hereby agrees to protect, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the District, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the District, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the City or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the City, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

In this connection, the City expressly agrees, at its sole cost and expense, to defend the District, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the City has agreed to indemnify the District, its officers, employees and agents. If the City fails so to do, the District shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the City.

Subject to the monetary limits of NRS Chapter 41, the City shall defend, indemnify, and hold the District harmless from any and all claims and costs which the District may suffer as a result of, or as a consequence of the negligence of the City, or its officers or its employees, in the performance of this MOU.

12. MODIFICATION OR AMENDMENTS. Upon approval of the MOU by the City Council and after it has been fully executed by signature of all parties, the City designates the Superintendent of Real Estate & Utilities in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this MOU, such as amendments, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this MOU shall be valid unless in writing and signed by both the City and the District.


**Memorandum of Understanding
Clark High School Modular
Between
Clark County School District
and
City of Las Vegas**

13. FORCE MAJEURE. The City and the District shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

14. NO WAIVER. Failure of either the City or the District to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this MOU shall be deemed to have been waived by City/District unless such waiver is in writing.


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

CITY OF LAS VEGAS




Oscar B. Goodman, Mayor

Attest:



Beverly K. Bridges, Acting City Clerk

Approved as to Form:

 6/7/07²⁸

Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: 

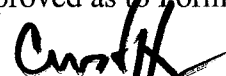
Ruth L. Johnson, President

Attest:



Mary Beth Scow, CLERK

Approved as to Form:

 7/3/07

C.W. Hoffman, Jr. Date
General Counsel