

**MEMORANDUM OF UNDERSTANDING  
CITY OF LAS VEGAS – PAVILION POOL  
CLARK COUNTY SCHOOL DISTRICT**

Pursuant to the Community Access Agreement between the City of Las Vegas and the Clark County School District dated September 6, 1996, any improvements or development of any joint use facility may be accomplished through a Memorandum of Understanding (MOU).

On May 13, 1999, the Board of School Trustees approved the use of the actual ending balance of the 1994 Building Program funds for priorities as approved by the Budget and Finance Committee; and directed the chief financial officer, in cooperation with the director of the Real Property Management Department, to develop a proposed financing plan for consideration by the board for participation with other municipalities for two joint-use swimming pool projects identified as Desert Breeze Park Pool in the amount of \$1,000,000.00, and a pool cover for the Pavilion Pool located north of the Palo Verde High School in the amount of \$1,350,000.00.

The City of Las Vegas desires to transform the Pavilion Pool into an indoor swimming facility. The Clark County School District desires to obtain preferential use of the facility for its students, which is consistent with the goals and objectives of the Community Access Agreement. It is recommended that a MOU be entered into and that a contribution, not to exceed \$1,350,000.00, be provided towards the construction of a structure to cover the Pavilion Pool. The total cost will be capitalized against new high schools in the Las Vegas valley.

District legal counsel has approved the MOU as to form.

Discussion and possible action on approval to enter into a Memorandum of Understanding with the City of Las Vegas for Clark County School District students to obtain preferential use of the Pavilion Pool, located north of Palo Verde High School, and a contribution towards the construction of a structure to cover the pool, not to exceed \$1,350,000.00, to be paid from the 1998 Capital Improvement Program, Fund 3080000000, Various Projects; and for Jeff Weiler, chief financial officer, to act as the Board of School Trustees' designee to sign the Memorandum of Understanding, is recommended.

J. P. Gerner  
November 29, 2007

Memorandum of Understanding  
Between  
City of Las Vegas - Pavilion Pool  
And  
Clark County School District

This Memorandum of Understanding ("MOU") is made and entered into this 19<sup>TH</sup> day of December, 2007 between the City of Las Vegas, a municipal corporation within the State of Nevada, (the "City") and the Clark County School District, a political subdivision of the State of Nevada (the "District").

**RECITALS**

WHEREAS, the parties hereto have entered into the Open School - Open Doors Community Access Agreement dated September 6, 1996 (the "Community Access Agreement") which provides for the joint development and reciprocal use of certain facilities, buildings and properties of the District and the City for the benefit of their respective constituents; and

WHEREAS, the City is the owner of the real property and the outdoor recreational swimming pool located at 101 North Pavilion Center Drive, Las Vegas, Nevada and commonly known as the "Pavilion Pool"; and

WHEREAS, the District is the owner of the real property and improvements thereon located at 101 North Pavilion Center Drive, Las Vegas, Nevada and commonly known as "Palo Verde High School," which is adjacent to the Pavilion Pool; and

WHEREAS, the City intends to transform the Pavilion Pool located adjacent to the Palo Verde High School into an indoor swimming facility (the "Natatorium") by the construction of various improvements thereto (the "Project"); and

WHEREAS, the District desires to obtain preferential use of the Natatorium for its students, which is consistent with the goals and objectives of the Community Access Agreement, in exchange for its contribution to the City towards the costs of constructing the improvements to the Pavilion Pool; and

WHEREAS, the parties hereto intend with this MOU to set forth their respective obligations in connection with the construction of the Natatorium.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. **Purpose.** This MOU is made for the purpose of setting forth the respective obligations of the parties hereto in connection with the Project, and is subject to the terms and conditions of the Community Access Agreement between the City and the District. This MOU does not amend or modify the provisions of that Agreement.

2. **Contribution.** In consideration for the construction and the reduced rate for the use of the Natatorium, the District agrees to pay to the City the sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) within thirty (30) calendar days' prior to the scheduled opening of bids for the Project. The City will use the contribution solely for the purpose of constructing the Natatorium. The contribution will be placed in an interest bearing account until such time as distribution is needed to offset the cost of construction, and any interest accruing thereon will become a part of such contribution and account for use by the city in connection with the Project.

3. **Construction and Maintenance of the Natatorium.** In consideration of the contribution set forth in Section 1, the City agrees to use the contribution of the District for construction of the Natatorium, provided the Project is approved by the City Council, and subsequent to its completion to be responsible for its operation and maintenance. If, for whatever reason, the City Council elects not to proceed with the Project, and the contribution has been made by the District as provided in Section 1, the City agrees to return the contribution, including any interest which may have accrued thereon, to the District within thirty (30) calendar days' after the decision has been made not to proceed with the Project.

4. **Priority Time and Reduced Rates.** In further consideration of the contribution set forth in Section 2, the City agrees to provide, to the extent possible, the District with priority usage of the Natatorium during regular and after school hours (inclusive of Middle School Swim when permissible). Four months prior to the date of the first event or activity requiring the use of the Natatorium, the District shall submit a comprehensive schedule to the Aquatic Coordinator for the City showing the dates, times, and all of the proposed activities by the District for a twelve week period, which at the outset of this MOU would be from approximately the middle of February to the middle of May, unless a different period of time is otherwise agreed to in writing by the parties (which agreement need not be implemented by a formal amendment to this MOU). The City will make every effort to provide access to the Natatorium as requested by the District. The City's Aquatic Coordinator will confirm the requested dates, times, and uses of the Natatorium not less than one month after receipt of the proposed schedule. In the event of any change requested subsequent to the approval of the schedule, the District acknowledges that the City may not be able to accommodate such change, but that other appropriate accommodations shall be considered.

The fee for use of each swimming lane at the Natatorium will be at a rate which is reduced fifty percent (50%) from the rate normally charged organized swim clubs by the City at that time, which fee includes the cost of providing life guards.

5. **Term.** This MOU shall commence as of the date set forth in the first paragraph (which shall be the date of execution by the representative of the City) and continue in force and effect until terminated by either party pursuant to the right of termination granted under Sections 6 or 7.

6. **Termination for Breach.** In the event that the District fails to provide the contribution set forth in Section 2, the City may, in addition to any other remedies that may be available in law or equity, terminate this MOU, if such failure has not been remedied after thirty (30) days' written notice by the City to the District pursuant to Section 8.

7. **Termination for Convenience.** Twenty (20) years after the effective date of this MOU, and not prior thereto, either party may terminate this MOU for any reason whatsoever (including no reason) and such termination shall become effective sixty (60) calendar days' after written notice is served by the terminating party on the other party pursuant to Section 8.

8. **Notices.** All legal notices required pursuant to this MOU shall be in writing. Any notice required to be given under the terms of this MOU 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) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:                   City of Las Vegas  
  Manager, Purchasing and Contracts  
  City Hall, First Floor  
  400 Stewart Avenue  
  Las Vegas, Nevada 89101-2986

FOR THE DISTRICT:           Clark County School District  
  Real Property Management  
  4212 Eucalyptus Annex  
  Las Vegas, Nevada 89121

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9. **Insurance.** The parties hereto are self-insured governmental entities. Neither party will be required to purchase any insurance coverage for purposes of this MOU.

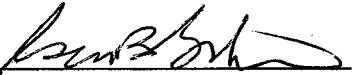
10. **Indemnification.** None of the provisions of this MOU shall be construed as contractually requiring either party to defend, indemnify or otherwise hold the other party harmless from the negligent acts or omissions of the other party. The parties agree to rely on their common law rights of indemnification.

MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LAS VEGAS – PAVILION POOL AND  
CLARK COUNTY SCHOOL DISTRICT

IN WITNESS WHEREOF the parties have entered into this MOU the date and year set forth in the first paragraph above.

CITY OF LAS VEGAS

CLARK COUNTY SCHOOL DISTRICT  
BOARD OF SCHOOL TRUSTEES' DESIGNEE

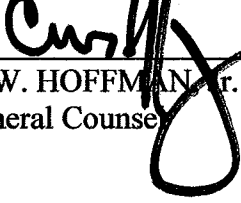
  
\_\_\_\_\_  
Oscar B. Goodman, Mayor

  
\_\_\_\_\_  
Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 12-5-07  
\_\_\_\_\_  
Date

 10/24/07  
\_\_\_\_\_  
C. W. HOFFMANN, Jr.  
General Counsel Date

Attest: By   
BEVERLY K. BRIDGES, OMC, City Clerk

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