

Memorandum of Understanding
Between Clark County School District
and the City of Las Vegas
Rose Warren Elementary School
Playground Lighting

This Memorandum of Understanding (referenced as "MOU") is made and entered into this 9th day of January, 2007, between Clark County School District, a political subdivision of the State of Nevada (referenced as "District") and the City of Las Vegas, a municipal corporation of the State of Nevada (referenced as "City"). Collectively, the District and City (referenced as "Parties").

RECITALS

WHEREAS, this MOU is made pursuant to, and is subject to, the terms and conditions of the Open Doors/Open Schools Community Access Agreement dated September 6, 1996, (referenced as "Agreement") between the City and District. This MOU does not amend or modify that Agreement in any way.

WHEREAS, the District is the governmental entity which owns the real property and improvements thereon located at 6451 Brandywine Way, Las Vegas, Nevada, commonly known and referred to as the "Rose Warren Elementary School," (referenced as "Premises") wherein the Rose Warren Elementary School is operated, and depicted on the Aerial Map, attached hereto as Exhibit "B".

WHEREAS, the City desires to install four (4) light poles with dual lights and up-grade an existing electrical service (referenced as "Facilities"), around the playground area.

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

1. **PURPOSE.** This MOU is entered into for the purpose of granting the City permission and authority under the City's and District's supervision to enter upon, purchase, install, and maintain lighting facilities.
2. **AUTHORIZATION.** The City is hereby authorized to enter upon said Premises to operate and maintain thereon said Facilities.
3. **TERM.** This MOU and the authorization provided herein shall commence as of the date of approval by the Board of School Trustees (which date shall be inserted in the first paragraph of this MOU) and by the governing body of the City Council, whichever is later. This MOU shall continue in force and effect until terminated as provided in Section 12.
4. **LOCATION.** Parties shall agree to authorize continued use of the Facilities upon said Premises as depicted on the Site Map, attached hereto as Exhibit "A".
5. **USE OF FACILITIES.** Per the Open Schools/Open Doors Agreement, the City and District shall cooperatively coordinate use. The installation of said Facilities will provide enhanced lighting and better security around the playground area.
6. **MAINTENANCE & REPAIRS.** The City will assume all expenses associated with the administering of the MOU, including maintaining and repairing said Facilities. The District shall perform inspections as they deem necessary.

7. UTILITIES. The City will install and maintain time clocks and be responsible for all initial utility connection fee(s) and shall be responsible for all monthly utility expenses in association with the lighting facilities. The District will allow connection to the existing utility systems at said Premises.

The City will reimburse the District \$350.00, in advance, each year, by December 1st, for an estimate of use by calculating 8 (eight) lights at 150 Watts each for an average of 8 hours a day, running 7 days a week at an average cost of 10 cents per KW-HR. The District may evaluate usage and utility cost on an annual basis and request an increase, giving a thirty day (30) advance written notice, if warranted.

8. RULES AND REGULATIONS. Each party shall observe and enforce all established rules and regulations of the other in connection with the use of said Premises.
9. NOTICE. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

TO DISTRICT:

Linda Perri, Director
Clark County School District
Real Property Management
4212 Eucalyptus Annex
Las Vegas, NV 89121
Phone: (702) 799-5214 x5408
Fax: (702) 799-5436

COPY TO:

J. Paul Gerner, Associate Superintendent
Facilities Division
Clark County School District
4828 South Pearl Street
Las Vegas, Nevada 89121
Phone: (702) 799-8710
Fax: (702) 799-8745

Lisa Conner, Director
Clark County School District
Inspection Services
3430 East Flamingo, Suite 232
Las Vegas, NV 89121
Phone: (702) 799-7605 Ext. 310
Fax: (702) 799-7717

TO CITY:

City of Las Vegas
Real Estate/Asset Management
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
Phone: (702) 229-1020
Fax: (702) 384-0527

COPY TO:

Charles Kajkowski, Jr., P.E.
Director of Public Works
City of Las Vegas
Department of Public Works
400 East Stewart Street
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848

Dr. Barbara Jackson
Director of Leisure Services
749 Veterans Memorial Drive
Las Vegas, NV 89101
Phone: (702) 229-6588
Fax: (702) 383-6306

10. INDEMNITY. Subject to NRS 41.035, 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 MOU.

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.

11. INSURANCE. The City is a self-insured political subdivision of the State of Nevada.
12. 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 9.

13. DISPOSITION OF PROPERTY UPON TERMINATION. All permanent improvements installed by the City on said Premises shall become property of the District. Upon termination of this MOU, the City shall have the option to remove from Premises all Personal Property belonging to City and, if so removed, shall leave said Premises in the same condition as existing upon commencement of this MOU, reasonable use and wear excepted.


Failure to claim Personal Property left within sixty (60) calendar days' of the termination of this MOU shall be deemed abandonment of the said Personal Property.

14. DISPUTE RESOLUTIONS. In the event of any dispute or difference arising from the terms and conditions of this Agreement or from the use or proposed use of a facility, said dispute or difference shall be referred to the Chief Executive Officer of the City and Superintendent of the District or their designees for resolution.

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

CITY OF LAS VEGAS

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

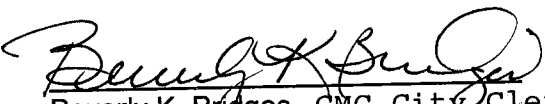


Oscar B. Goodman
Mayor



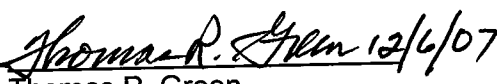
Jeff Weiler
Chief Financial Officer

Attest:



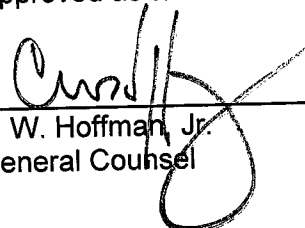
Beverly K. Bridges, CMC City Clerk
~~Acting City Clerk~~

Approved as to Form:



Thomas R. Green
Deputy City Attorney

Approved as to Form:

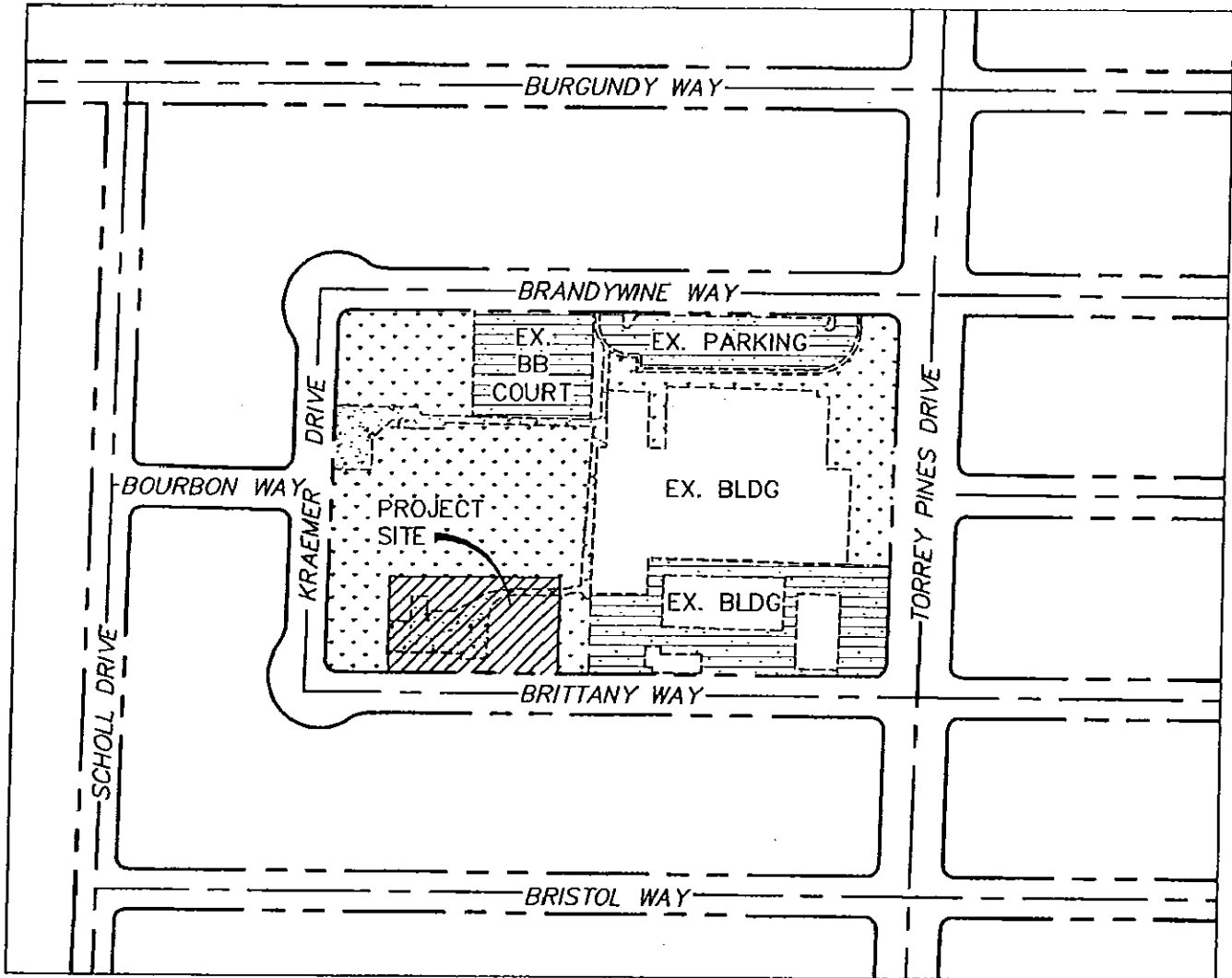


C. W. Hoffman, Jr.
General Counsel




10/30/07

EXHIBIT "A" - SITE MAP

ROSE WARREN ELEMENTARY SCHOOL
6451 BRANDYWINE WAY



LEGEND

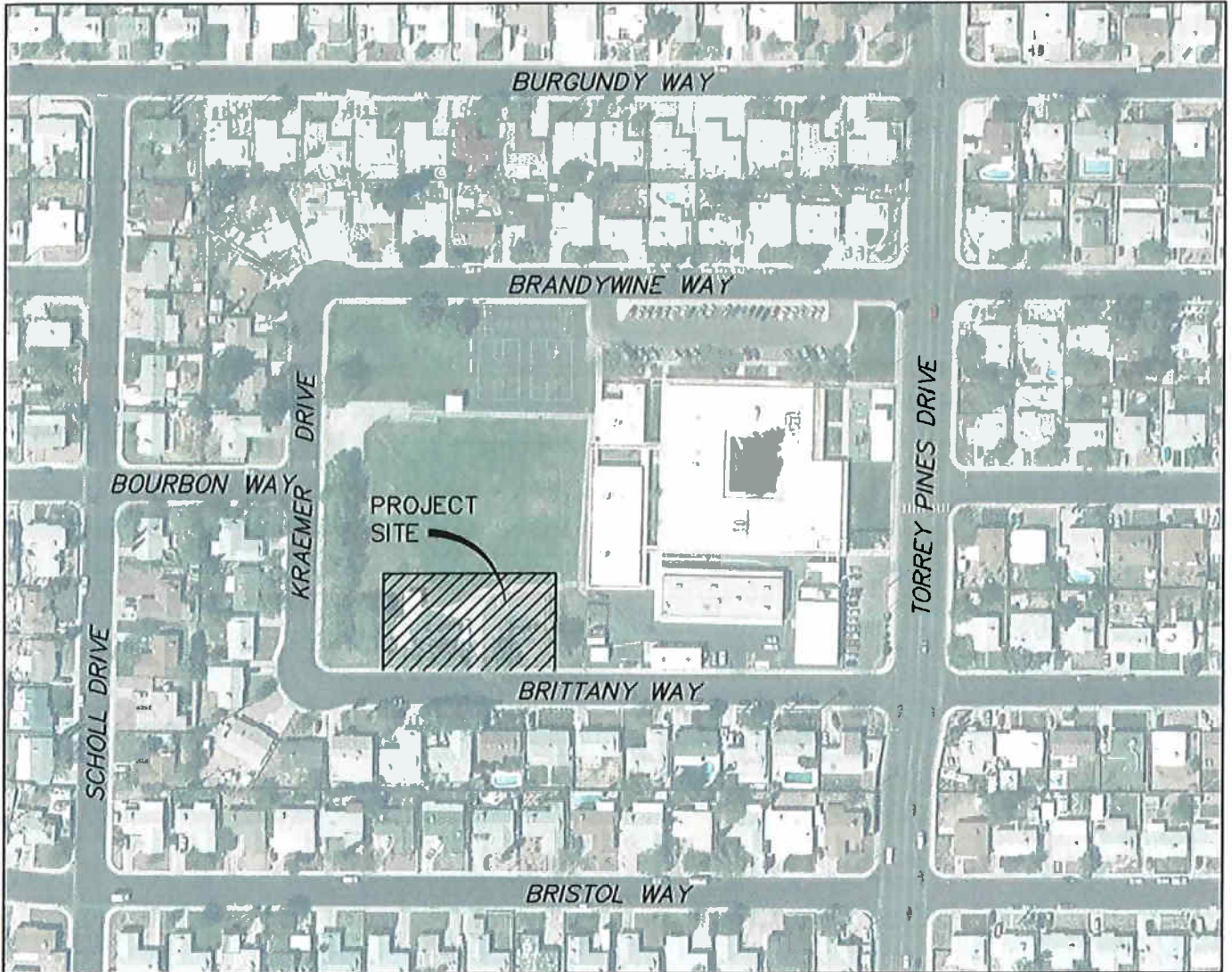
-  EXISTING ASPHALT PAVEMENT
-  EXISTING CONCRETE
-  EXISTING GRASS AREA



SCALE: 1"=200'

EXHIBIT "B" - AERIAL MAP

ROSE WARREN ELEMENTARY SCHOOL
6451 BRANDYWINE WAY



SCALE: 1" = 200'