

Memorandum of Understanding  
Between Clark County School District  
and the City of Las Vegas  
Howard Wasden Elementary School  
Sports Field Lighting Facilities

This Memorandum of Understanding (referenced as "MOU") is made and entered into this 9<sup>TH</sup> day of January, 2008 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, District and City together (referenced as "Parties").

RECITALS

WHEREAS, this MOU is made pursuant to, and is subject to, the terms and conditions of the Open Schools//Open Doors 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 2831 Palomino Lane, Las Vegas, Nevada, commonly known and referred to as the "Howard Wasden Elementary School," (referenced as "Premises") wherein the Howard Wasden Elementary School is operated, and depicted on the Aerial Map, attached hereto as Exhibit "B".

WHEREAS, the City desires to install six (6) light poles with a total of 16 lights and upgrade an existing electrical service (referenced as "Facilities") on the existing field.

WHEREAS, the City is responsible for operating various City sponsored recreational programs at the Premises.

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 field lighting facilities (6 light poles) to provide enhanced lighting for nighttime use.
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 Sports Field Lighting Plan, attached hereto as Exhibit "C".
5. **USE OF FACILITIES.** Per the Open Schools/Open Doors Agreement, the City and District shall coordinate use of the facilities for the purpose of school and recreational programming.

6. MAINTENANCE AND REPAIRS. The City will assume all costs associated with the administering of the MOU, including maintaining and repairing the 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 field lighting. The District will allow connection to the existing utility systems at said Premises.  
  
The City will reimburse the District \$421.20, in advance, each year, by December 1<sup>st</sup>, for an estimate of use by calculating 6 (six) lights at 1500 Watts each for an average of 3 hours a night, running 3 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, 4<sup>th</sup> 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.

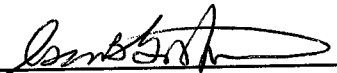
Failure to claim Personal Property left within sixty (60) calendar days' of the termination of this MOU shall be deemed abandonment of the said Personal Property.

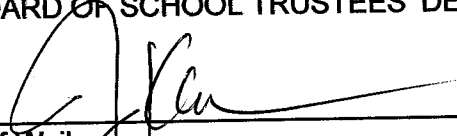
14. DISPUTE RESOLUTIONS. In the event of any dispute or difference arising from the terms and conditions of this Agreement or from the use or proposed use of a facility, said dispute or difference shall be referred to the Real Estate/Asset Manager of the City and Superintendent of the District or their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

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

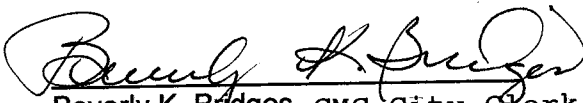
CITY OF LAS VEGAS

CLARK COUNTY SCHOOL DISTRICT  
BOARD OF SCHOOL TRUSTEES' DESIGNEE

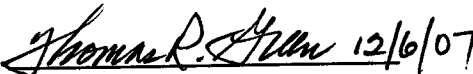
  
\_\_\_\_\_  
Oscar B. Goodman  
Mayor

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


Attest:

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

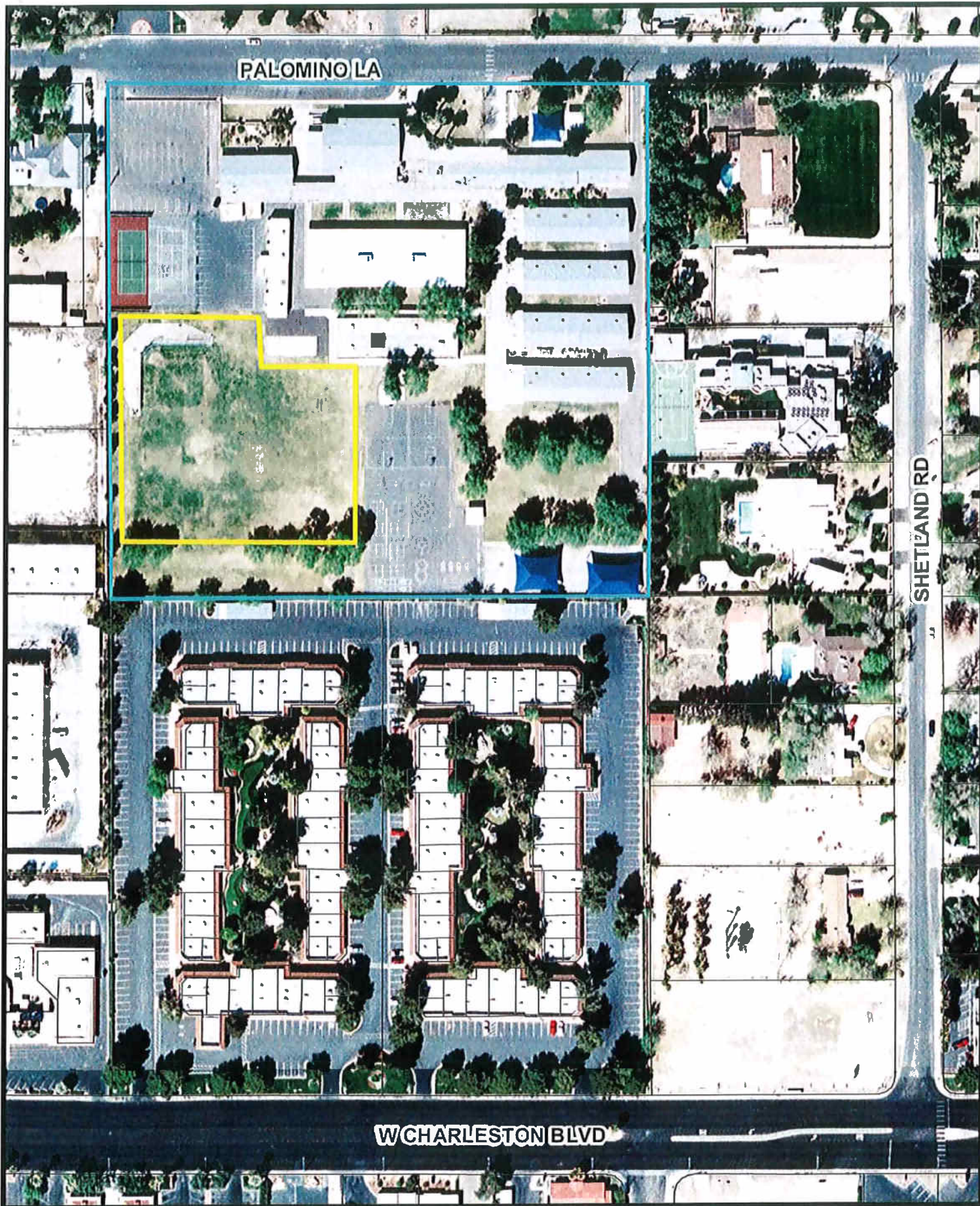
Approved as to Form:

  
\_\_\_\_\_  
Thomas R. Green  
Deputy City Attorney

Approved as to Form:

  
\_\_\_\_\_  
C. W. Hoffmann, Jr.  
General Counsel

10/30/07



PALOMINO LA

SHETLAND RD

W CHARLESTON BLVD

0 37.5 75 150 225 300  
Feet

Exhibit B - Aerial Map



