

MEMORANDUM OF UNDERSTANDING
Between the
Las Vegas—Clark County Library District and City of Las Vegas
For the Pedestrian Bridge at Las Vegas Library

This Memorandum of Understanding (“MOU”) is made and entered into this 2nd day of July, 2008, between the Las Vegas—Clark County Library District, a political subdivision of the State of Nevada (the “District”), and the City of Las Vegas, a political subdivision of the State of Nevada (the “City”).

WHEREAS, the City is a governmental entity, which owns the real property located at 833 Las Vegas Boulevard North (APN 139-27-708-013), Las Vegas, Nevada (the “Property”); and

WHEREAS, the City leases the Property to the District, in an agreement that was entered into on February 19, 1986, and which expires on February 19, 2036; and

WHEREAS, the City desires to develop and maintain a pedestrian bridge west approach slab, railing and support piers (the “Structure”), on a portion of the Property; and

WHEREAS, the City has agreed to enter into this MOU subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. CITY agrees to:

1. City will provide for the construction of the Structure and the final grading of the grounds beneath the Structure, located on the Property as designated in Exhibit “A”.
2. City will provide for the security, maintenance and future improvements of the Structure, located on the Property as designated in Exhibit “A”.
3. Prior to construction of the Structure, the City and District shall meet on-site to assess the existing conditions and documentation shall be prepared that is acceptable to the City and District regarding the existing conditions.
4. City will restore the grounds beneath and adjacent to Structure to existing or better condition after completion of construction of the Structure. This work shall include final grading, replacement and relocation of existing plant and rock ground cover materials and boulders, as well as required repairs and modifications to the existing irrigation system that may have been damaged as a result of construction of the Structure (the “Restoration Work.”).
5. City agrees to complete the Restoration Work subject to the satisfaction of District, which shall not be unreasonably withheld, conditioned or delayed. Upon completion of the Restoration Work, City shall provide written notice to District to that effect and the District shall have 15 business days to approve or object in writing to all or any portion of the Restoration Work. In the event District fails to do so within said 15 business day period, District shall be deemed to have approved City’s Restoration Work. If District reasonably objects to any portion of the Restoration Work, within said 15 business day period, then City shall have

30 business days to cure such defects after receipt of the District's written objection. If it is not possible to cure such defects within said 30-business day period, City shall nevertheless commence such cure work within said 30 business day period and diligently prosecute same to completion.

6. City will assume all costs associated with the administering of the MOU. All costs incurred by the District are subject to prior approval by City, including reimbursement to District for the cost of work performed by its landscape architect.
7. City will defend and bear all costs of litigation which alleges an adverse interest to that of the District including the cost of any award stemming from said litigation.

B. District agrees to the following:

1. District will provide for the future operations, maintenance, and improvements of the grounds beneath the Structure, within the Property, as designated in Exhibit "A".

I. COMPLIANCE WITH LAWS AND LEGAL REQUIREMENTS

A. City and District shall comply with and abide by all applicable statutes, ordinances, laws, and regulations affecting the Property, the improvements, or any activity or condition, on the Property.

B. This contract is made for the benefit of the parties to the contract, and not for any outside party. The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

II. ASSIGNMENT

District shall not assign or sublet, or attempt to assign or sublet, without prior written consent of City, its interest in the whole or part of the property, nor use or attempt to use them for any purpose not authorized herein.

III. INDEMNITY

The parties shall be responsible for their own negligence subject to the limitations on liability provided under Nevada Revised Statutes, 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 any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees, volunteers, and/or activity participants in the activities involving this MOU. In addition, each agency shall defend the other party, its governing board, individual members thereof, and/or all employees and assume all costs, expenses, and liabilities of any nature to which the owner party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this MOU.

IV. INSURANCE

A. General Liability

Each party hereto shall carry 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.

V. TERMINATION

The parties shall have the right to terminate this MOU immediately upon written notice to the other party if: (i) the other party breaches any term of this MOU, which the other party has failed to cure within thirty (30) days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree upon such termination of this MOU.

VI. NOTICES

All notices regarding this MOU shall be given in writing and addressed to the following:

District: Office of Executive Director
Las Vegas – Clark County Library District
833 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Phone: (702) 507-3611
Fax: (702) 507-3609

City: Director of Public Works
City of Las Vegas
Department of Public Works
400 Stewart Street
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848


VII. ENTIRE MOU

This MOU sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this MOU shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this MOU or in any written, properly executed amendment to the MOU shall be binding upon the CITY or the DISTRICT.

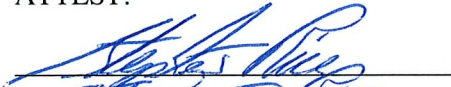
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

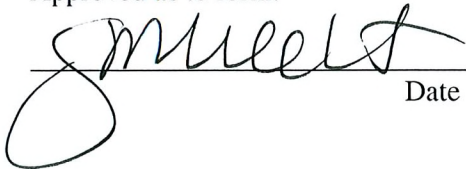
Las Vegas—Clark County Library District

By: 
Daniel L. Walters
Executive Director

ATTEST:


Stephen S. Vike
General Services Director

Approved as to form:


Date

City of Las Vegas

By: 
Oscar B. Goodman, Mayor

ATTEST:


Beverly K. Bridges, CMC, City Clerk

Approved as to form:

 4/17/08
Date
John S. Ridilla
Deputy City Attorney



APN 139-27-708-013
CITY OF LAS VEGAS & COUNTY OF CLARK
(LIBRARY) LEASE

END PAVEMENT
BEGIN PEDESTRIAN BRIDGE
(TOUCHDOWN)

ESTIMATED
CONSTRUCTION
LIMITS

FUTURE R/W

EXISTING R/W

BEGIN PAVEMENT
MATCH EXISTING SIDEWALK

BEGIN PAVEMENT
MATCH EXISTING SIDEWALK

LAS VEGAS BLVD

EXISTING R/W

FUTURE R/W

END PAVEMENT
BEGIN PEDESTRIAN BRIDGE
(TOUCHDOWN)

ESTIMATED
CONSTRUCTION
LIMITS

APN 139-27-709-001
COUNTY OF CLARK
(LAS VEGAS CONVENTION AUTHORITY)

APN 139-26-301-005
CITY OF LAS VEGAS



CULTURAL CORRIDOR TRAIL PEDESTRIAN BRIDGE

EXHIBIT "A"

CITY OF LAS VEGAS, DEPARTMENT OF PUBLIC WORKS

