

**MEMORANDUM OF UNDERSTANDING BETWEEN
LA BONITA GROCERY AND MEAT MARKET AND NORTH LAS VEGAS LIBRARY
DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into between the La Bonita Grocery and Meat Market, a Nevada corporation (“La Bonita”) and North Las Vegas Library District, a County Library District, duly established according to NRS 379.021 (“NLV Library District”) (individually “Party”, collectively “Parties”).

RECITALS

WHEREAS the Library District seeks to promote library materials, resources, workshops, activities, and educational STEAM activities to the community (“NLV Library District Resource”).

WHEREAS La Bonita recognizes that its customers may benefit from learning about NLV Library District Resources and would like to work with NLV Library District to help promote NLV Library District Resources to its clients.

NOW THEREFORE, the Parties mutually agree as follows:

1. TERM, TERMINATION, AND AMENDMENT. This MOU shall be effective from the last signature affixed hereto and may be terminated by either Party as set forth in this MOU.

1.1. This MOU may be terminated by either Party provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

1.2. This MOU may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.

1.3. This MOU may only be amended, modified, or supplemented in writing by a document signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

2. RESPONSIBILITIES OF THE PARTIES.

2.1. La Bonita:

La Bonita will provide space within its grocery stores for NLV Library District staff to set a booth to promote library materials, resources, workshops and activities that are FREE to the community. At or near the booth, NLV Library District staff will also provide

educational STEAM activities to family with young children. La Bonita will work with NLV Library District staff to schedule the days and times that NLV Library District can set up the booth at one or various La Bonita grocery stores.

2.2. NLV Library District:

NLV Library District staff will set a booth to promote library materials, resources, workshops and activities that are FREE to the community at one or various La Bonita grocery stores. At or near the booth, NLV Library District staff will also provide educational STEAM activities to family with young children. NLV Library District will work with La Bonita to schedule the days and times that NLV Library District can set up the booth at one or various La Bonita grocery stores.

3. STATUS OF PARTIES; INDEPENDENT CONTRACTOR.

3.1. The relationship of the Party under this MOU will be as independent contractors. Nothing contained in this MOU will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between the Parties. Nothing in this MOU or the relationship between the Parties shall create a co-employment or joint employer relationship.

4. NOTICES.

4.1. All notices permitted or required under this MOU shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

La Bonita Grocery and Meat Market

Attn: Cristina Martinez

Email: cmartinez@bonitamarkets.com

Address: **ADD ADDRESS**

North Las Vegas Library District

Attn: Forrest Lewis

Email: lewisf@cityofnorthlasvegas.com

Address: 2250 Las Vegas Boulevard N., Ste. 133, North Las Vegas, NV 89030

5. GENERAL PROVISIONS.

5.1. SEVERABILITY. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if such provision did not exist

and the non-enforceability of such provision shall not be held to render any other provisions or provisions of this MOU unenforceable.

5.2. ASSIGNMENT. No Party to this MOU may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

5.3. INTEGRATION CLAUSE. This MOU, including any and all attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matter thereof.

5.4. NON-DISCRIMINATION. In the performance of the services or obligations required by this MOU, no Party shall discriminate on the grounds of race, color, religion, gender, gender identity or expression, sexual orientation, national origin, age, veteran status, or disability.

5.5. INSURANCE. At its respective sole cost and expense, each Party shall obtain and maintain in full force and effect during the term of the MOU, insurance, or self-insurance, in commercially reasonable amounts calculated to protect itself and the other Party from any and all claims of any nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this MOU.

5.6. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

5.7. EXCLUSIVITY. This MOU is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Each Party may, during the term of this MOU or any extension thereof, perform services for any other clients, persons, or companies as each Party sees fit, so long as the performance of such services does not interfere with the respective Party's performance of obligations under this MOU, and does not create a conflict of interest.

5.8. INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.

5.9. GOVERNING LAW. This MOU and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this MOU.

5.10. PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this MOU and any other documents generated incidental thereto may be open to public inspection and copying unless a particular records is made confidential by law or common law balancing of interests.

5.11. NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in the MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties determining and performing their obligations under this MOU.

5.12. COUNTERPARTIES. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their undersigned officials as duly authorized

LA BONITA GROCERY AND MEAT MARKET

Jaime Martinez
President

CITY OF NORTH LAS VEGAS

By: _____
Forrest Lewis
Library Director
Date: _____

APPROVED AS TO FORM:

By: _____
Micaela Moore, Esq.
City Attorney
Date: _____

Attest:

By: _____

Jackie Rodgers
City Clerk

Date: _____

DRAFT