

*Alldred
Personnel
request for the
Army for the
delay*

Contract No. _____

COOPERATIVE AGREEMENT
between
LAS VEGAS MUSEUM OF NATURAL HISTORY
and
UTAH DIVISION OF PARKS AND RECREATION

Operations and Maintenance

Utah Field House of Natural History

WHEREAS the Las Vegas Museum of Natural History, 3700 Las Vegas Boulevard, Las Vegas, Nevada, 89109, is desirous of acquiring a replica of the Diplodocus skeleton at the Utah Field House of Natural History State Park, 235 East Main Street, Vernal, Utah, 84078,

NOW, THEREFORE, the Utah Division of Parks and Recreation, hereafter called the "Division," and Las Vegas Museum of Natural History, hereafter called "Contractor," in consideration of the following, agree as follows:

The Division agrees to

- (1) Allow the Contractor to disassemble the cement replica of the Diplodocus skeleton at Vernal and transport it to Las Vegas, Nevada, for the purpose of making molds of the skeleton and a replica for the Contractor. All expenses related to this activity shall be borne by the Contractor.

Contractor agrees to

- (1) Make a new ultraviolet, light-resistant fiberglass replica of the Diplodocus skeleton; transport it to Vernal, Utah; and, using contemporary assembly methods, assemble it in a pose based on currently accepted scientific information at the Utah Field House of Natural History.
- (2) Return the disassembled cement cast to the Utah Field House.
- (3) Ownership of the molds remaining with the Utah Field House.
- (4) Store the molds at the Las Vegas Museum of Natural History or another locality, approved in writing by the Division, for the foreseeable future at no cost to the Division.
- (5) Distribution of the replicas of the skeleton, limiting it to the Las Vegas Museum of Natural History and the Utah Field House of Natural History.
- (6) Cast new ultraviolet, light-resistant fiberglass replicas, which shall be as high a quality as possible. Any defects in casting shall be corrected or recast by the Contractor. Defective casting shall be destroyed by the Contractor.

Cooperative Agreement
Las Vegas Museum of Natural History
Page 2

- (7) Obtain written permission from both the Utah Field House and Carnegie Museum before replicating the Diplodocus skeleton or parts thereof in addition to the two replicas already specified.
- (8) Make notation on labels of Las Vegas Diplodocus replica that it was prepared in cooperation with the Utah Field House of Natural History of Vernal, Utah, and the Carnegie Museum of Natural History of Pittsburgh, Pennsylvania.
- (9) Provide all labor, travel expenses, transportation costs, materials and equipment required to complete this agreement.
- (10) Hold the Division, its director and staff harmless from any and all claims for damage to property or persons, resulting from any act or acts of the Contractor, his agents and employees, and, for this purpose, carry adequate public liability insurance.
- (11) Provide adequate insurance to repair, replace, etc., any portion or the entire cement replica or ultraviolet, light-resistant fiberglass replica in the event of damage due to accident during the removal, transporting, returning and assembling period of this agreement.
- (12) The fact that the laws of the State of Utah and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this agreement. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this agreement to the extent that the agreement is capable of execution.
- (13) At all times during the performance of this agreement, strictly adhere to all applicable federal and state laws, rules and regulations that have been, or may hereafter be, established.
- (14) The statement by Contractor and other signatories that, to their knowledge, no Division employee has a personal or beneficial interest whatsoever in the service or property described herein.
- (15) The fact that, notwithstanding any other provision contained herein, the Division of Parks and Recreation shall have the right to collect use fees in the amount determined by the Park Board for public use of facilities provided.
- (16) The fact that the Contractor shall be deemed an independent contractor and not an employee or agent of the Division of Parks and Recreation for the purpose of this agreement. Contractor shall have no authority to bind the other parties in any agreement or liability.
- (17) Complete the work by June 30, 1988.

IN WITNESS THEREOF, the parties have signed this agreement as of
March 8, 1988.

APPROVED AS TO
AVAILABILITY OF FUNDS:

Accounting Officer
Division of Parks & Recreation

APPROVED FOR EXPENDITURE:

Director of Finance

LAS VEGAS MUSEUM OF NATURAL HISTORY

Title: _____

Please type/print name clearly

DIVISION OF PARKS AND RECREATION

Director
Division of Parks & Recreation

RECOMMENDED FOR APPROVAL

By _____
Park Superintendent
Utah Field House of Natural History

RECOMMENDED FOR APPROVAL

By _____
Administrative Assistant

Date