MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMISSION FOR THE LAS VEGAS CENTENNIAL AND THE CITY OF LAS VEGAS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2006, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and the CITY OF LAS VEGAS ("City") on behalf of the HISTORIC PRESERVATION COMMISSION ("HPC").

RECITALS

WHEREAS, the Commission is the administrator of certain funds received from the issuance of special license plates commemorating the 100th anniversary of the founding of the City of Las Vegas (the "Centennial"); and

WHEREAS, NRS 482.37903 requires that fees collected from the issuance of the Centennial license plates be used for projects relating to the commemoration of the history of the City of Las Vegas, including, without limitation, historical markers, tours of historic sites and improvements to or restoration of historic buildings or structures; and

WHEREAS, the City has created the HPC whose role is to advise the City Council and Planning Commission on matters relating to historic preservation; and

WHEREAS, the HPC desires certain Centennial grant funds for the purpose of providing grants and awards for historic preservation uses and for utilizing the funds for historic documentation, research and reports; and

WHEREAS, the Commission is able to provide the Centennial Grant funds to the City to be utilized by HPC for historic commemoration and preservation purposes.

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

1. Grant of Funds. Subject to the terms of this MOU, the Commission hereby agrees to provide to City a grant in the total amount of Seventy Five Thousand and 00/100 Dollars ($75,000.00) to be used by HPC for certain projects (collectively the "Projects") described as follows:

1.1 $55,000 shall be allocated for the following purposes:

A. Historic Resource Survey and Inventory: Consultants will be hired to complete historic surveys of individual historic properties and historic neighborhoods within the City of Las Vegas.

B. Research and Documentation: Consultants will be hired to photograph, do physical documentation and use library archives to complete reports, back-up information for lectures and other presentations for neighborhood meetings and professional conferences.

C. Nomination Reports: Consultants will be hired to conduct research and documentation to prepare reports nominating historic resources to the City of Las Vegas Historic Property Register, and/or State and National Registers of Historic Places.

D. Commissioner Training and Development: Historic Preservation Commissioners will be sent to professional training conferences in the field of historic preservation.

1.2 $15,000 – Small Grant ($1,000 to $5,000): The City, through the HPC, will provide small grant awards to owners of historic properties that cannot pay for historic rehabilitation projects due to economic hardship, or who need matching funds for larger grants.

1.3 $5,000 – Awards Program: Awards will be given throughout the year and during the Historic Preservation Month held in May to those individuals and groups that have given significant and exemplary time, money , labor, etc. toward historic preservation projects.

2. Administration of the Centennial Grant Funds. The City's Historic Preservation Officer in conjunction with HPC will administer and monitor the Projects described above in Section 1 and the disbursement of the Centennial Grant funds provided herein.

3. Request for Funds. Subject to the City and HPC's compliance with this MOU, the City shall furnish to the Executive Director of the Commission with a requisition for the payment of the Centennial Grant funds. The requisition shall include the amount requested, applicable invoices, description of the project and other related documentation evidencing the expenses incurred. The Executive Director will review the disbursement request within ten (10) business days to see if it complies with this Agreement.

4. Local, State and Federal Laws. The City shall carry out the Projects or cause such Projects to be carried out in conformity with all applicable laws, including, without limitation, all applicable federal, state and local laws.

5. Cost Overruns. If the cost of the Projects, or any portion thereof, exceeds the amounts set forth in this MOU, the City shall pay the amount of the excess from the City's

own funds or any other funds obtained by the City or pledged to the City to pay any such excess, as long as such excess amounts are not paid from the Centennial Grant funds.

6. Acknowledgment. The City agrees that it will acknowledge the support of the Commission in all publicity related to the Projects, including, press/media releases and opportunities for the promotion of the Projects.

7. Indemnification. Subject to the rights and limitations set forth in NRS Chapter 41, the City shall protect, indemnify and hold the Commission for the Las Vegas Centennial, its officers, directors, committees, employees and agents, harmless from and against any and all third party claims arising out of the Projects or this MOU.

8. Termination. The Commission shall have the right to terminate this MOU if the Commission determines, in its sole reasonable judgment, that the City, through its HPC, fails to diligently pursue the Projects to completion. Termination shall be effective by the Commission providing thirty (30) calendar days written notice to terminate to the City.

9. Notices. All notices, demands, instruction and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by regular mail, addressed as follows:

If to the City:	City of Las Vegas Historic Preservation Commission 731 S. Fourth St. Las Vegas, NV 89101
If to the Commission:	Commission for the Las Vegas Centennial c/o Executive Director 400 Stewart Ave., 8th fl. Las Vegas, NV 89101

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IN WITNESS WHEREOF, the Commission and the City have caused this Agreement to be executed as of the day and year first above written.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____
Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Parkinson 7/13/06
Date