

1 **COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT**

2 This Agreement is made and entered into between the State of Nevada, acting by and
3 through the State Historic Preservation Office, hereinafter referred to as "STATE" and CITY OF
4 LAS VEGAS, Hereinafter referred to as "APPLICANT". This Agreement is entered into pursuant
5 to the authority contained in NRS 233C.200.

6 Affixed to and made a part hereof are the following attachments.

7 /X/ ATTACHMENT A – Scope of Work/Budget

8 /X/ ATTACHMENT B – Covenants

9 /X/ ATTACHMENT C – Assurances

10 WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of
11 \$300,000.00 to assist in the REHABILITATION OF HISTORIC DOWNTOWN
12 POSTOFFICE. NOW, THEREFORE, the APPLICANT in undertaking this project agrees to:

- 13 1. Duly and faithfully comply with the terms and conditions of this Agreement, all
14 applicable federal and State laws.
- 15 2. At all times during regular business hours or at an agreed to time and as often as the
16 STATE requires, permit authorized representatives of the STATE full and free access to
17 the project and to the accounts, records, and books of the APPLICANT relative hereto,
18 including the right to make transcripts from such accounts, records, and books. Such
19 accounts, records, and books must be retained for three (3) years after the completion of
20 the project.
- 21 3. Indemnify and save and hold the State of Nevada, its agents and employees harmless
22 from any and all claims, causes of action or liability arising from the performance of this
23 Agreement, subject to NRS Chapter 41.
- 24 4. Provide the STATE with progress reports in a format prescribed by the STATE during

1 the term of the grant to be submitted 4/15/10; 7/15/10; 10/15/10 and during the term of
2 this Agreement and any amendments thereto. A final completion report shall be
3 submitted by the APPLICANT in a format prescribed by the STATE by 2/15/11.

4 5. Maintain;

5 a. An accurate record of all expenditures related to the project. Records must be
6 supported by source documentation. Audits may be required by the STATE. Such
7 audits shall be at the expense of the applicant and are considered an allowable
8 project cost.

9 b. A special account for the project so that an exact itemization of project
10 expenditures can be submitted by check number along with copies of canceled
11 checks and itemized invoices.

12 c. A comparison of actual expenditures with budgeted amounts submitted to the
13 STATE for this Agreement.

14 6. Notify the STATE immediately in writing of problems or changes in scope of work,
15 budget, product, and performance reporting. No changes can be made without prior
16 written approval from the STATE.

17 7. Following the notification of the grant award and before work begins, the APPLICANT
18 will attend a project conference held by the STATE. It is the responsibility of the
19 APPLICANT to coordinate the conference date and time.

20 THEREFORE, the parties to this Agreement acknowledge and will comply with the
21 following general terms:

22 1. Payment of the grant shall be made upon compliance with the terms of this Agreement
23 which include:
24

- a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
 - b. Submission of satisfactory progress reports as referred to above.
 - c. Submission of Requests for Reimbursement should be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accompany all requests for reimbursements.
 - d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.
 - e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f. Any progress payments by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs."

- 1 3. Continuation of this grant is subject to and contingent upon sufficient funds being
2 appropriated, budgeted, and otherwise made available by the State Legislature and/or
3 federal sources. Reservation of funds based upon budget reductions is included herein.
4 The STATE may reduce or terminate this grant, and the grantee waives any and all
5 claims(s) for damages, effective immediately upon receipt of written notice (or any date
6 specified therein) if, for any reason, the granting agency's funding from State and/or
7 federal sources is not appropriated or is withdrawn, limited, or impaired.
- 8 4. The STATE or the Applicant may terminate this Agreement in whole, or in part, when
9 both parties agree that the continuation of the project will not produce beneficial results
10 commensurate with the further expenditure of funds. The two parties must both agree
11 in writing upon the termination condition, including the effective date, and in the case
12 of partial termination, the portion to be terminated.
- 13 5. If the APPLICANT fails to comply with any of the terms of this Agreement, the
14 STATE shall have the right to cancel this Agreement without the consent of the
15 APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause
16 the APPLICANT to cure said violations or to obtain the return of funds granted to the
17 APPLICANT by the STATE. Such suit may be brought in the District Court of the
18 county in which the property is located.
- 19 6. The commencement date for all work to be performed under this Agreement is
20 12/01/09. The termination or end date is 12/31/10. No work performed at any time
21 other than described in this paragraph shall be considered as an eligible activity for
22 reimbursement purposes. All requests for reimbursement must be submitted to the
23 STATE no later than 1/31/11. Requests that have not been received at the office of the
24 STATE by this date shall not be paid pursuant to this funding Agreement.

- 1 7. This funding Agreement shall be construed and interpreted according to the laws of the
2 State of Nevada.
- 3 8. All work conducted by the APPLICANT shall be assessed by the staff of the
4 Commission for Cultural Affairs for adequacy of performance. If work does not meet
5 the terms of this Agreement, the APPLICANT shall remedy the work even if that
6 requires the expenditure of funds other than those contributed to the project by the
7 Commission for Cultural Affairs.
- 8 9. The APPLICANT agrees to revert to the STATE all funds contributed to the project by
9 the Commission for Cultural Affairs if the terms of this Agreement are not met by the
10 APPLICANT or if the APPLICANT violates any section of NRS.
- 11 10. Under the terms of this Agreement, the APPLICANT warrants that it shall not
12 discriminate nor allow discrimination against any employee based on race, color,
13 religion, ancestry, gender, national origin or disability. The APPLICANT shall permit
14 the STATE access to its records of employment, advertisements and other pertinent data
15 relative to this provision.

16 IN WITNESS WHEREOF, the parties hereto have caused this 2009 Commission for
17 Cultural Affairs (CCA) Funding Agreement to be signed and intend to be legally bound thereby
18 entered into this 21ST day of OCTOBER, 2009.

19
20 **APPLICANT-CITY OF LAS VEGAS**

21 By: 
22 Name (print): Oscar B. Goodman
23 Title (print): Mayor
24 Date (print): 12/11/09

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

APPROVED AS TO FORM
 12/11/09
Terrell L. Fontenelle Date
Chief Deputy City Attorney

1 STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

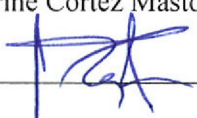
2 By: 

3 Ronald M. James, State Historic Preservation Officer

4 Date (print): 12-29-09

5 REVIEWED AS TO FORM ONLY:

6 Catherine Cortez Masto, Attorney General

7 By: 

8 Deputy Attorney General

1/4/10
Date

ATTACHMENT A-1
SCOPE OF WORK

Project Scope: **REHABILITATION OF THE FEDERAL BLDG.-US POST OFFICE USING COMMISSION FOR CULTURAL AFFAIRS (CCA) FUNDS (CCA-09-04)**

This project will support exhibit space including the Following:

- Partitions and Walls
- Architectural Elements
- Painting
- Lighting System
- Electrical
- Low-Voltage Wiring
- HVAC

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.
2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.
3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.
4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.
5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.
6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

**ATTACHMENT A-2
BUDGET**

Participant:	City of Las Vegas	
Project Title:	Rehabilitation of the Federal Building U.S. Post Office	
Termination Date:	12/31/2010	
CCA Grant No.:	CCA 09-04	
Budget Items:	Exhibit space preparation	\$ 300,000.00
	Including:	
	▪ Partitions and Walls	
	▪ Architectural Elements	
	▪ Painting	
	▪ Lighting system	
	▪ Electrical	
	▪ Low voltage wiring	
	▪ HVAC	
	Total CCA Budget Amount	\$ 300,000.00
	Match	\$ 1,516,450.00
	Total Non-CCA Budget Amount	\$ 1,516,450.00
	Total Project Budget	\$ 1,816,450.00
	Total CCA Award	\$ 300,000.00

1 ATTACHMENT B

2 CCA 09-04

3 COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS

4 These covenants are made and entered into between the State of Nevada, acting by and
5 through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the
6 CITY OF LAS VEGAS hereinafter referred to as "APPLICANT", for the purpose of the property
7 known as the REHABILITATION OF HISTORIC DOWNTOWN POST OFFICE, which is
8 owned in fee simple by the APPLICANT.

9 The property is comprised essentially of grounds, collateral, appurtenances, and
10 improvements. The property is more particularly described as follows:

11 THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34,
12 TOWNSHIP 20 SOUTH, RANGE 51 EAST, M.D.M., CLARK COUNTY; NEVADA
13 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF
14 BLOCK 33, CLARK'S LAS VEGAS TOWNSITE, AS SAID TOWNSITE IS SHOWN ON
15 MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE
16 ALONG THE PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK,
17 NORTH 28°13' EAST 80 FEET; THENCE NORTH 61°47' WEST 580 FEET TO THE TRUE
18 POINT OF BEGINNING; THENCE CONTINUING NORTH 61°47' WEST 350 FEET;
19 THENCE NORTH 28°13' EAST 250 FEET; THENCE SOUTH 61°47' EAST 350 FEET;
20 THENCE SOUTH 28°13' WEST 250 FEET TO THE TRUE POINT OF BEGINNING.

21 In consideration of the sum \$300,000.00 received in grant-in-aid assistance from the
22 STATE, the APPLICANT hereby agrees to the following for a period of time ending on
23 DECEMBER 31, 2060.

24

- 1 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair
2 of said Property so as to preserve the architectural, historical, cultural or
3 archaeological integrity of the same, in order to protect and enhance those qualities
4 which make it historically significant as determined by the STATE.
- 5 2. The APPLICANT agrees that no visual or structural alterations will be made to the
6 property without prior written permission of the STATE.
- 7 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the
8 right to inspect the property at all reasonable times, in order to ascertain whether or
9 not the conditions of these Covenants are being observed.
- 10 4. The APPLICANT agrees that when the property is not clearly visible from a public
11 right of-way or includes interior work assisted with State of Nevada, Commission for
12 Cultural Affairs grant funds, the property will be open to the public not less than
13 twelve (12) days a year on an equitable spaced basis and at other times by
14 appointment. Nothing in these covenants will prohibit the APPLICANT from
15 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
16 at similar facilities in the area.
- 17 5. The APPLICANT further agrees that when the property is not open to the public on a
18 continuing basis, and when the improvements assisted with State of Nevada
19 Commission for Cultural Affairs grant funds are not visible from the public right-of-
20 way, notification will be published for three consecutive working days, no less than
21 one week prior to the opening date in one newspaper of general circulation in the
22 community area in which the property is located. The advertisement shall give the
23 dates and times when the property will be open. Documentation of such notice will
24 be furnished annually to the STATE during the term of these Covenants.

- 1 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
2 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
3 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
4 discrimination on the basis of race, religion, national origin, or disability. In
5 implementing public access, reasonable accommodation to qualified disabled persons
6 shall be made in consultation with the STATE.
- 7 7. The agreement shall be enforceable in specific performance by a court of competent
8 jurisdiction.
- 9 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
10 any part, term, or provision of this agreement is held to be illegal by the courts, the
11 validity of the remaining portions or provisions shall not be affected, and the rights
12 and obligations of the parties shall be construed and enforced as if the contract did not
13 contain the particular part, term, or provision held to be invalid.
- 14 9. These restraints shall run with the property and are binding upon the APPLICANT
15 and any and all successors, heirs, assignees, or lessees.
- 16 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
17 violates any of the restraints of these Covenants. The purpose of the suit shall be to
18 cause the APPLICANT to cure said violations or to obtain the return of funds granted
19 to the APPLICANT by the STATE.
- 20 11. The APPLICANT shall record these Covenants in the Recorder's Office of the
21 County in which the subject property is located. The STATE'S obligations with
22 regard to the subject property shall not become effective until the APPLICANT has
23 furnished the STATE satisfactory proof of the aforementioned recordation.
- 24
- 25

1 These CCA Covenants are entered into this 21st day of OCTOBER, 2009.

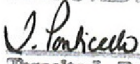
2 **APPLICANT-CITY OF LAS VEGAS**

ATTEST:

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4 


Beverly K. Bridges, MMC,
City Clerk

5 Signature
6 Oscar B. Goodman, Mayor

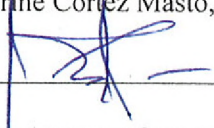
APPROVED AS TO FORM
 12/4/09
Theresa L. Ponticello Date
Chief Deputy City Attorney

7 Name and Title (print)

8 **STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION**
9 **OFFICE**

10 
11 _____
12 Ronald M. James, State Historic Preservation Officer

14 **REVIEWED AS TO FORM ONLY:**

15 Catherine Cortez Masto, Attorney General
16 By:  1/4/10
17 Deputy Attorney General

18

19

20

1 Witnessed by Notary Public

2 State of Nevada

3 County of CLARK

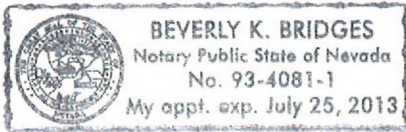
4 On December 11, 2009, personally appeared before me, a Notary

5 Public in and for said County and State, OSCAR B. GOODMAN, Mayor

6 Known to me to be the person described in and who executed the foregoing instrument, who

7 acknowledged to me that he executed the same freely and voluntarily and for the uses

8 and purposes therein mentioned.



Beverly K. Bridges
Notary Public

11
12
13 ACKNOWLEDGEMENT

14 State of Nevada

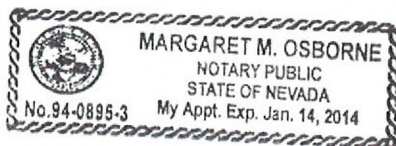
15 County of CARSON

16 On December 29, 2009, personally appeared before me, Notary Public in

17 and for said County and State, RONALD M. JAMES, known to me to be the person

18 described in and who executed the foregoing instrument, who acknowledged to me that he executed

19 the same and freely and voluntarily and for the uses and purposed therein mentioned.



Margaret M. Osborne
Notary Public

21
22
23

ATTACHMENT C
CIVIL RIGHTS ASSURANCE

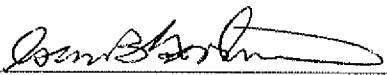
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the Applicant by the Commission for Cultural Affairs, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the State of Nevada, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such public financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.



Signature of Authorized Certifying Official

Mayor

Title

Oscar B. Goodman

Authorized Certifying Official (*print name*)

10/21/09

Date Submitted

CITY OF LAS VEGAS

ATTEST:

Applicant/Organization

400 STEWART STREET, LAS VEGAS, NV. 89101

Applicant/Organization Mailing Address


Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM
 12/4/09
Theodore L. Pusticello Date
Clerk Deputy City Attorney