COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT

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

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

/X/ ATTACHMENT A – Scope of Work/Budget

/X/ ATTACHMENT B – Covenants

/X/ ATTACHMENT C – Assurances

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

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

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

5. Maintain:

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

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

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

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

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

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

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

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."

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

7. This funding Agreement shall be construed and interpreted according to the laws of the State of Nevada.

8. All work conducted by the APPLICANT shall be assessed by the staff of the Commission for Cultural Affairs for adequacy of performance. If work does not meet the terms of this Agreement, the APPLICANT shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the Commission for Cultural Affairs.

9. The APPLICANT agrees to revert to the STATE all funds contributed to the project by the Commission for Cultural Affairs if the terms of this Agreement are not met by the APPLICANT or if the APPLICANT violates any section of NRS.

10. Under the terms of this Agreement, the APPLICANT warrants that it shall not discriminate nor allow discrimination against any employee based on race, color, religion, ancestry, gender, national origin or disability. The APPLICANT shall permit the STATE access to its records of employment, advertisements and other pertinent data relative to this provision.

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

APPLICANT-CITY OF LAS VEGAS

By: Oscar B. Goodman

Name *(print)*: Oscar B. Goodman

Title *(print)*: Mayor

Date *(print)*: 12/11/09

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

APPROVED AS TO FORM:

J. Pentiello 12/4/09
Teresita L. Pentiello Date
Chief Deputy City Attorney

STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

By: _____

Ronald M. James, State Historic Preservation Officer

Date *(print)*: 12-29-09

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By: _____ 1/4/10

Deputy Attorney General Date

ATTACHMENT A-1
SCOPE OF WORK

Project Scope: **REHABILITATION OF THE FEDERAL BLDG.-US POST OFFICE USING COMMISSION FOR CULTURAL AFFAIAR (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 Including: ▪ Partitions and Walls ▪ Architectural Elements ▪ Painting ▪ Lighting system ▪ Electrical ▪ Low voltage wiring ▪ HVAC	$ 300,000.00
	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**

ATTACHMENT B

CCA 09-04

COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS

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

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

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

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

. . . .

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

6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

9. These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.

10. The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE.

11. The APPLICANT shall record these Covenants in the Recorder's Office of the County in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished the STATE satisfactory proof of the aforementioned recordation.

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

APPLICANT-CITY OF LAS VEGAS

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Signature

Oscar B. Goodman, Mayor

Name and Title (print)

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

STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By: 1/4/10

Deputy Attorney General

. . . .

. . . .

Witnessed by Notary Public

State of Nevada

County of **CLARK**

On December 11, 2009, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor

Known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that He executed the same freely and voluntarily and for the uses and purposes therein mentioned.

BEVERLY K. BRIDGES
Notary Public State of Nevada
No. 93-4081-1
My appt. exp. July 25, 2013

Notary Public

ACKNOWLEDGEMENT

State of Nevada

County of **CARSON**

On December 29, 2009, personally appeared before me, Notary Public in and for said County and State, **RONALD M. JAMES**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same and freely and voluntarily and for the uses and purposed therein mentioned.

MARGARET M. OSBORNE
NOTARY PUBLIC
STATE OF NEVADA
No.94-0895-3 My Appt. Exp. Jan. 14, 2014

Notary Public

. . . .

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.

	Mayor
Signature of Authorized Certifying Official	Title
Oscar B. Goodman	10/21/09
Authorized Certifying Official *(print name)*	Date Submitted
CITY OF LAS VEGAS	ATTEST:
Applicant/Organization	Beverly K. Bridges, MMC, City Clerk
400 STEWART STREET, LAS VEGAS, NV. 89101	
Applicant/Organization Mailing Address	

APPROVED AS TO FORM
J. Pontiello 12/4/09
Timothy L. Pontiello Date
Chief Deputy City Attorney