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1 Local, and Indian Tribal Governments). Non Profit organizations shall comply with
2 2 CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions
3 shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All
4 subgrantees must also comply with the Historic Preservation Fund Grants Manual,
5 the National Register Programs Manual, The Secretary of Interior's Standards and
6 Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees
7 are directed to comply with all directives issued by the STATE and the Department
8 of the Interior. The Guidelines, application and reporting forms for the State
9 Historic Preservation Office are hereby incorporated by reference as part of this
10 binding agreement.

11 2. At all times during regular business hours or at an agreed to time and as often as the
12 STATE requires, permit authorized representatives of the state and federal
13 government full and free access to the project and to the accounts, records, and
14 books of the SUBGRANTEE relative hereto, including the right to make transcripts
15 from such accounts, records, and books. Such accounts, records, and books must be
16 retained for three (3) years after the completion of the project.

17 3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold
18 the State of Nevada, its agents and employees harmless from any loss, damage,
19 liability, cost or expense to the person or property of another which was caused by
20 the negligence of the SUBGRANTEE, its officers, employees and agents under this
21 agreement.

22 4. Not use federal money to match grant money offered through this Agreement,
23 unless specifically allowed to do so under special federal enabling legislation.

24

25

- 1 5. Provide the STATE with progress reports in a format prescribed by the STATE
2 during the term of the grant. Due dates are JANUARY 15, 2010, APRIL 15, 2010,
3 and JULY 15, 2010.
- 4 6. Submit reports, including expenditure (financial) and progress (programmatic)
5 quarterly. A final completion report shall be submitted by the SUBGRANTEE in a
6 format prescribed by the STATE within ten (10) days of the completion of the
7 project named herein. Reimbursement requests shall not be processed until such
8 reports are received.
- 9 7. Maintain:
- 10 a) An accurate record of all cash and in-kind expenditures related to the
11 project. Records must be supported by source documentation. All
12 volunteer services claimed as nonfederal share must be documented
13 through time cards or records signed by both the volunteer and project
14 supervisor.
- 15 b) A special account for the project so that an exact itemization of project
16 expenditures can be submitted by check number along with copies of
17 canceled checks, itemized invoices, and properly documented time sheets.
- 18 c) A comparison of actual expenditures with budgeted amounts for the
19 Agreement.
- 20 8. Notify the STATE immediately in writing of problems or changes in scope of work,
21 budget, product, and performance reporting. No changes can be made without prior
22 written approval from the STATE.
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1 9. Following the notification of the grant award and before work begins, the
2 SUBGRANTEE will attend a project meeting with the STATE grants manager. It
3 is the responsibility of the SUBGRANTEE to coordinate the meeting date and time
4 with the grants manager.

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

7 1. Payment of the grant shall be made upon compliance with the terms of the
8 Agreement, including but not limited to:

9 a) An inspection by the STATE to ensure that work has been completed
10 satisfactorily in accordance with the terms of this Agreement.

11 b) Submission of satisfactory progress reports as referred to above.

12 c) Submission of a Financial Report that must be executed by the person in
13 charge of the project. Copies of all original bills from contractors,
14 suppliers, and vendors, and proof of payment of those bills to assure
15 evidence of compliance prior to reimbursement shall accompany the
16 request. Said reimbursement shall not exceed 60 percent (60%) of the
17 request for reimbursement costs, or the full value of the grant, whichever is
18 less.

19 d) The STATE may, at its discretion, retain 10 percent (10%) of the total
20 federal portion until the STATE receives the final completion report and
21 has accepted its content.

22 e) Progress payments may be made at the discretion of the STATE upon
23 completion of distinct phases of work provided that the above-mentioned
24 conditions have been met for each phase of work.

25

1 f) Any progress payment made by the STATE shall not constitute nor be
2 construed as a waiver by the STATE of any breach of covenant or any
3 default which may exist on the part of the SUBGRANTEE, nor shall any
4 such breach or default impair or prejudice any right or remedy available to
5 the STATE.

6 2. Both parties understand that a funding-out provision is required by NRS 244.320
7 and NRS 354.626. Continuation of this grant is subject to and contingent upon
8 sufficient funds being appropriated, budgeted, and otherwise made available by the
9 State Legislature and/or federal sources. Reservation of funds based upon budget
10 reductions is included herein. The granting authority may reduce or terminate this
11 grant, and SUBGRANTEE waives any and all claims(s) for damages, effective
12 immediately upon receipt of written notice (or any date specified therein) if, for any
13 reason, the granting agency's funding from State and/or federal sources is not
14 appropriated or is withdrawn, limited, or impaired.

15 3. The STATE may terminate this Agreement for reason of default by the
16 SUBGRANTEE. Any of the following events shall constitute default:

- 17 a) Termination by the grant by reason of fault of the SUBGRANTEE;
- 18 b) Failure by the SUBGRANTEE to observe any of the covenants, conditions,
19 warranties of this Agreement and its incorporated provision;
- 20 c) Failure by the SUBGRANTEE to make progress on the grant;
- 21 d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger
22 the performance of the grant;
- 23 e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of
24 performance of the grant in ordinary course of business;

25

1 f) Appointment of a trustee, receiver, or liquidator for all or a substantial part
2 of the SUBGRANTEE's property, or institution of bankruptcy,
3 reorganization arrangement, or liquidation proceedings by or against the
4 SUBGRANTEE; and/or Commission of an act of bankruptcy.

5 4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as
6 specified in this agreement, STATE consents to termination of this agreement. In
7 such event, SUBGRANTEE shall notify STATE in writing and the agreement will
8 terminate on the date specified in the notice. Upon occurrence of any of the above
9 conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold
10 further reimbursements for a period of thirty (30) days. After such written notice to
11 the SUBGRANTEE, the STATE may take the following additional actions as
12 appropriate:

13 a) Terminate all or any part of the balance of the grant.

14 b) Demand immediate repayment of all or part of any reimbursements made to
15 the SUBGRANTEE.

16 5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards
17 and Guidelines for Archaeology and Historic Preservation or any of the terms of
18 this Agreement; the STATE shall have the right to file suit, in law or equity. The
19 purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to
20 obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit
21 may be brought in the District Court of the county in which the property is located.

22 6. The commencement date for all work to be performed under this Agreement is
23 **DECEMBER 4, 2009**. The termination or end date is **JULY 31, 2010**. No work
24 performed at any time other than described in this paragraph shall be considered as
25 an eligible activity for reimbursement purposes. Financial Reports requesting

1 reimbursement for activity from DECEMBER 4, 2009 TO JULY 31, 2010 must
2 be submitted by SEPTEMBER 15, 2010 and will not be allowable for
3 reimbursement or as match after that date. Requests that have not been received at
4 the office of the STATE by this date shall not be paid pursuant to this funding
5 agreement.

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

8 8. Audits may be required by the STATE. Such audits shall be at the expense of the
9 SUBGRANTEE.

10 9. The STATE in accordance with the Office of Management and Budget (OMB)
11 Circular A-133, for the Single Audit Act, requires:

12 a) Non-Federal entities that expend \$500,000 or more in a year in Federal
13 awards to have a single or program-specific audit conducted for that year.

14 b) Non-Federal entities that expend \$500,000 or more in a year in Federal
15 awards shall have a single audit conducted except when they elect to have a
16 program-specific audit conducted in accordance with paragraph (c) of this
17 section.

18 c) Program-specific audit election. When an auditee expends Federal awards
19 under only one Federal program (excluding R&D) and the Federal
20 program's laws, regulations, or grant agreements do not require a financial
21 statement audit of the auditee, the auditee may elect to have a program-
22 specific audit.

23 d) Exemption when Federal awards expended are less than \$500,000. Non-
24 Federal entities that expend less than \$500,000 a year in Federal awards are
25 exempt from Federal audit requirements for that year, except as noted in

1 Circular A-133, but records must be available for review or audit by
2 appropriate officials of the Federal agency, pass-through entity, General
3 Accounting Office (GAO) and State.

4 10. In any news release or printed material describing or promoting the project or any
5 material produced as a result of the grant, appropriate credit shall be given to the
6 STATE and the Department of the Interior by the phrase: "This project has been
7 funded with assistance of the Nevada State Historic Preservation Office through a
8 Department of the Interior grant." Printed material, where space allows, should
9 include language outlined in paragraph 11.

10 11. An acknowledgment of National Park Service support must be made in connection
11 with publication or dissemination of any printed, audio-visual, or electronic material
12 based on, or developed under, a result of this Agreement shall include the following
13 statements:

14 The [insert activity] that is the subject of this [insert type of publication]
15 has been financed in whole or in part with federal funds from the
16 National Park Service, U.S. Department of Interior, and administered by
17 the State Historic Preservation Office. The contents and opinions,
18 however, do not necessarily reflect the views or policies of the United
19 States Department of the Interior or the State Historic Preservation
20 Office. This program receives federal financial assistance for
21 identification and protection of historic properties. Under Title VI of the
22 Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973,
23 and Age Discrimination Act of 1975, as amended, the U.S. Department
24 of the Interior prohibits discrimination on the basis of race, color,
25 national origin, disability or age in its federally assisted programs. If you

- 1 believe you have been discriminated against in any program, activity, or
2 facility as described above, or if you desire further information, please
3 write to: Office of Equal Opportunity, National Park Service, 1849 C
4 Street, NW, Washington, DC 20240.
- 5 12. A draft project report will be submitted for STATE review to the State Historic
6 Preservation Office no later than **MAY 31, 2010**. The product must comply with
7 *The Secretary of the Interior's Standards and Guidelines for Archaeology and*
8 *Historic Preservation*.
- 9 13. Final product reimbursement will not be made if the product does not meet The
10 Secretary of the Interior's Standards or terms of this Agreement.
- 11 14. The final product/report must be submitted to the STATE no later than **AUGUST**
12 **15, 2010**.
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1 15. The SUBGRANTEE shall provide the STATE with an acceptable final report of the
2 project, including a comparison of completed activities and budget to those in the
3 approved Funding Agreement.

4 IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation
5 Funding Agreement to be signed and intend to be legally bound thereby.

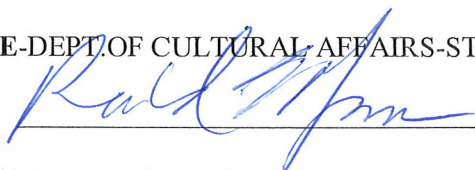
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7 **SUBGRANTEE-LAS VEGAS-PLANNING AND DEVELOPMENT-PLANNING AND**
8 **DEVELOPMENT**

9 Signature:  Date: 1-20-2010

10 Name (print): Oscar B. Goodman ATTEST:

11 Title (print): Mayor

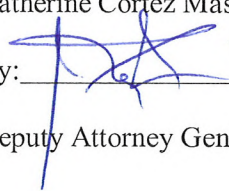
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13 **STATE-DEPT. OF CULTURAL AFFAIRS-STATE HISTORIC PRESERVATION OFFICE**

14 By:  Date: 2-16-10

15 Ronald M. James, State Historic Preservation Officer

16
17 **REVIEWED AS TO FORM ONLY:**

18 Catherine Cortez Masto, Attorney General

19 By:  Date: 2/23/10

20 Deputy Attorney General

ATTACHMENT A-1

SCOPE OF WORK

Project Title: Southridge Neighborhood Survey and Las Vegas Post Office Rehabilitation
Documentation using National Park Service (NPS) funds (HPF #32-09-21834(4)).

This project will support the completion of the following:

- Hire a historic preservation consultant to conduct survey;
- Online storage fees for post office image data; and
- City of Las Vegas KCLV media services (video)

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

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee 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.

ATTACHMENT A-2 BUDGET

Participant:	City of Las Vegas-Planning and Development	
Project Title:	Southridge Neighborhood Survey and Las Vegas Post Office Rehabilitation Documentation	
Termination Date:	7/31/2010	
Project ID#	32-09-21834(4)	
Federal Share:	Consultant-Survey	\$ 39,000.00
	Photo & video documentation for LV U.S.P.O.	\$ 1,000.00
	Total:	\$ 40,000.00
Non-federal Share:	Personnel-Urban Design Coordinator (290 hrs @ \$73.07)	\$ 21,190.30
	Sr. Management Analyst (40 hrs @ \$71.33)	\$ 2,853.20
	Financial Analyst II (40 hrs @ \$67.55)	\$ 2,702.00
		\$ 26,745.50
Total Project Costs:		\$ 66,745.50

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

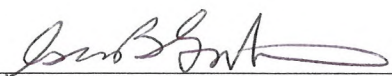
As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI 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 SUBGRANTEE 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 Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, 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 SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

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



Signature of Authorized Certifying Official

Mayor

Title

Oscar B. Goodman

Authorized Certifying Official (*print name*)

1-20-2010

Date Submitted

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT

Applicant/Organization

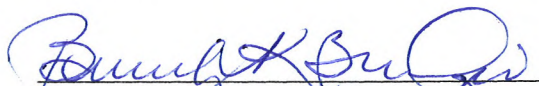
731 S. Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

ATTEST:


Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

1/28/10
Date

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

- a. Including qualified small and minority businesses and solicitation lists.
- b. Assuring that small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than \$25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than \$25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
 - a. The item is available only from a single source.
 - b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
 - c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

CITY OF LAS VEGAS ON BEHALF OF
PLANNING AND DEVELOPMENT DEPARTMENT



Signature of Subgrantee

1-20-2010

Date

Oscar B. Goodman

Subgrantee Name (print)

ATTEST:

Mayor

Title (print)



Beverly K. Bridges, MMC
City Clerk

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT
Organization

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

1/8/10

Date

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

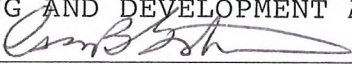
Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants,

either on a direct or indirect cost basis.

CITY OF LAS VEGAS ON BEHALF OF
PLANNING AND DEVELOPMENT AGREEMENT



Signature of Subgrantee

1-20-2010

Date (print)

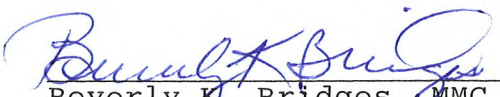
Oscar B. Goodman

Subgrantee (print)

ATTEST:

Mayor

Title (print)


Beverly K. Bridges, MMC
City Clerk

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT

Organization

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

1/8/10

Date

ATTACHMENT G

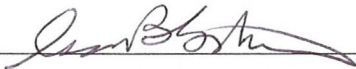
CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by this grant.

Neither the subgrantee nor its subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the subgrantee shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

CITY OF LAS VEGAS ON BEHALF OF
PLANNING AND DEVELOPMENT DEPARTMENT



Signature of Subgrantee

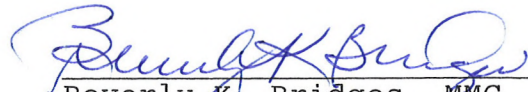
1/20/2010

Date (*print*)

ATTEST:

Oscar B. Goodman

Subgrantee (*print*)


Beverly K. Bridges, MMC
City Clerk

Mayor

Title (*print*)

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT
Organization


APPROVED AS TO FORM
es B. Lewis
City City Attorney
1/8/10
Date