

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 2nd day of June, 2010 ("Effective Date"), by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Authority") and CITY OF LAS VEGAS ("City").

RECITALS

WHEREAS, the City has authorized the Las Vegas Historic Preservation Commission to act on the City's behalf in matters related to all aspects of historic preservation within the city limits;

WHEREAS, Heritage Travel, Inc. ("HTI"), a subsidiary of the National Trust for Historic Preservation has offered heritage-and culture-related travel and social networking services to a select group of travel consumers through its website Gozaic.com;

WHEREAS, the City, via the Las Vegas Historic Preservation Commission, desires to participate in said website; and

WHEREAS, the Authority has agreed to assist with the city's Las Vegas Historic Preservation Commission in such website subject to the terms of this MOU.

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:

ARTICLE I PROJECT FUNDS

1.1 Project Funds ("Funds"). Subject to the terms of this MOU, the Authority hereby agrees to provide to City a total annual amount of Three Thousand Dollars (\$3,000) ("Sponsorship Fee"), paid in Three Thousand Dollar (\$3,000) increments every year for two (2) years beginning with the date this MOU is enacted by both parties, to be used for the Authority's portion of the service fee to participate in and provide information to the Gozaic.com website. The Funds to be provided to the City may be used on any qualified costs in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

1.2 Rights of Access. For the purposes of assuring compliance with this MOU, representatives of the Authority shall have full access to the website without additional charge or fee.

1.3 Funding. The Authority shall provide the Funds to the City, provided that the City complies with the requirements of this MOU. The Authority shall not provide any additional funding for the Project other than the Funds, except for any additional funds approved by the Authority.

1.5 Cost Overruns. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in the City's contract for the Project, 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, so long as such excess amounts are not paid from the Funds.

1.6 Term. The Funds provided herein shall be available to be disbursed to the City for a period of two (2) years from the Effective Date unless, upon request by the City, the term is extended by the Authority in writing. Except for any provisions which survive the expiration or termination of this MOU or any extensions of the term, this MOU shall terminate upon the satisfactory completion of two (2) years website service funded by the Funds or the Second anniversary date from the Effective Date, whichever occurs first.

ARTICLE II CITY COVENANTS

2.1 Funds. The City, via the Las Vegas Historic Preservation Commission, will provide up to Three Thousand Dollars (\$3,000) per year for two (2) years from date of signed MOU to match the funds provided by the Authority for access to and use of the Gozaic website.

2.2 Website Content Provided. The City, via the Las Vegas Historic Preservation Commission, will assist the Authority to obtain historic content for the website for all historic properties, sites and locations within the City of Las Vegas limits.

2.3 City Obligations. City will: (a) comply with HTI's Destination Standards (the "Standards") set forth in Exhibit "A", which is incorporated into this Agreement by this reference; and (b) provide HTI with descriptive information regarding the Destination ("Las Vegas") reasonably requested by HTI for use on Gozaic.com and in HTI's marketing materials.

ARTICLE III AUTHORITY COVENANTS

3.1 Funds. The Authority will provide Three Thousand Dollars (\$3,000) per year, for two (2) years, from date of signed MOU for access to and use of the Gozaic website. Except as specifically provided herein, Authority's duties under this MOU are limited to the payment of the Sponsorship Fee.

3.2 Website Content Provided. The Authority will be the sole provider of historic content for all properties, sites and locations in Clark County, Nevada outside of City of Las Vegas limits.

3.3 Website Maintenance. The Authority will be solely responsible for updating, downloading and maintaining all historic content provided by both the Authority and the City via the Las Vegas Historic Preservation Commission.

3.4 Authority Obligations. Authority will: (a) comply with HTI's Destination Standards (the "Standards") set forth in Exhibit "A", which is incorporated into this MOU by this reference; (b) provide HTI with descriptive information regarding the Destination ("Las Vegas") reasonably requested by HTI for use on Gozaic.com and in HTI's marketing materials; (c) participate in on-line training regarding the use of HTI's content management system ("CMS"); (d) use the CMS to provide the Destination Content and to update it as necessary to keep it complete and accurate; (e) participate in on-line training provided from time to time by HTI for Authority's employees and volunteers regarding the benefits of HTI programs; (f) permit HTI quality assurance personnel to visit the Las Vegas and evaluate the Authority's compliance with the Standards;.

ARTICLE IV DEFAULTS

4.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this MOU.

A. Any party to this MOU fails to pay an amount under this Agreement when due.

B. Any party to this MOU fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this MOU.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this MOU gives the defaulting party to this MOU notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

4.2 Remedies for Default.

A. Remedies of Authority. If the City is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this MOU and may withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Authority shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this MOU and to require that the City carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Authority may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Authority's rights under this MOU.

B. Remedies of City. Subject to Section 4.5, in the Event of a Default by the Authority hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Authority on account of the breach, and the City shall also be entitled to bring a lawsuit for specific performance to order the Authority to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Authority which may be unlawful or in violation of the rights of the City under this MOU.

4.3 Mutual Remedies. In addition to the remedies stated in Sections 4.1 and 4.2 of this MOU, the Authority and the City shall have all other rights and remedies afforded them by law or in equity for the enforcement of this MOU if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 5.5, no right or remedy conferred by this MOU is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this MOU or now or hereafter existing at law or in equity, or by statute.

4.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this MOU or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

4.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE V MISCELLANEOUS

5.1 Indemnification.

A. Subject to the limitations of NRS Chapter 41, the City agrees to protect and indemnify and hold the Authority, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Authority, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from them as a result of or by reason of or arising out of or in consequence of (i.) any act or omission, negligent or otherwise, of the City, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the City, or any of its representatives, agents or licensees, in connection with the Project.

B. Subject to the limitations of NRS Chapter 41, the City agrees that it shall at its sole cost and expense defend the Authority, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Authority, its directors, officers, employees or agents. The Authority shall promptly notify the City of any claim made against it for which it may seek indemnification and shall fully cooperate with the City in the defense and/or settlement thereof. If the City fails to defend the Authority as herein

provided, the Authority shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the City.

C. No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or gross negligence of the Authority or its directors, officers or employees.

D. The provisions of this Section 5.1 shall survive the termination of this MOU for a period of twelve (12) months thereafter. It is not intended by the parties hereto that the indemnification provided in this Section 5.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

5.2 No Third-Party Beneficiaries. None of the provisions of this MOU is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this MOU to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this MOU.

5.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

5.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Authority and the City administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the City Manager of the City, and the President/CEO or designees to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

5.6 Successors and Assignments. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

5.7 Entire Agreement. This MOU, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this MOU, but only by a written instrument signed by each party.

5.8 Further Assurances. The City and the Authority agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this MOU. Without limit or foregoing, the Authority will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

5.9 Notices. All notices, demands, instructions 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 registered or certified mail, postage prepaid, addressed as follows:

If to the Authority:

Las Vegas Convention and Visitors Authority
c/o President/CEO
3150 Paradise Road
Las Vegas, Nevada 89109

If to the City:

City of Las Vegas
Attention: City Manager
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

5.10 Severability. If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

5.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Authority must be signed by the President/CEO. Until another person is designated, the City hereby designates Elizabeth N. Fretwell, City Manager, as its authorized representative and the Authority hereby designates its President/CEO as its authorized representative.

5.12 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

5.13 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this MOU, nor in any way affect this MOU.

5.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this MOU shall be in effect from the date and year first mentioned above until all obligations pursuant to this MOU are fulfilled.

5.15 Time Calculation. Whenever in this MOU a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

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5.16 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

IN WITNESS WHEREOF the Authority and the City have caused this MOU to be executed as of the day and year first mentioned above.

LAS VEGAS CONVENTION AND
VISITORS AUTHORITY

By: Cathy Tull
Cathy Tull
Senior Vice President of Marketing

APPROVED AS TO FORM:

[Signature]
Date

CITY OF LAS VEGAS

By: [Signature]
Oscar B. Goodman, Mayor

ATTEST:

[Signature]
Beverly K. Bridges, ~~CMC~~ City Clerk
MMC

APPROVED AS TO FORM:

[Signature] 6/17/10
Date

Attachment A

Standards for Participating Destinations

Authenticity is an important factor in deciding what destinations appear on the website. More important to the traveler, however, is destination "honesty," i.e., ensuring that the traveler is not misled about the heritage experience, the destination or event and that basic information, such as hours of operation, admission fees, etc., is clearly stated.

Destinations must:

- Be open to the public and maintain regular hours or offer public access to historic areas, districts or regions.
- Be safe and pose no threat to visitors.
- Not employ negative historic preservation and site stewardship practices.
- Represent the heritage, history and/or culture of the region, state, city or community.
- Promote the destination in a way that preserves and protects the resource.
- Provide adequate interpretation to enhance the visitor experience.
- Agree to work with the National Trust's Heritage Travel business to ensure that the site and experience are accurately described, especially in areas of historic, heritage and cultural experiences.
- Work, or be willing to do so, with local, regional and statewide tourism and preservation organizations to take advantage of opportunities and increase awareness of the importance of heritage to a community.