

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LAS VEGAS AND DOWNTOWN LAS VEGAS ALLIANCE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of January 1, 2023 ("Effective Date") by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City") and DOWNTOWN LAS VEGAS ALLIANCE, a Nevada not-for-profit 501(c)6 private corporation organized in the State of Nevada ("DLVA"). City and DLVA are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS:

WHEREAS, a vibrant Downtown Las Vegas ("Downtown") is critical for the region's economy and quality of life; and

WHEREAS, DLVA was created in 2008 with the purpose of serving as a collaborative leader, devoted to creating an attractive, vibrant, diverse and sustainable Downtown; and

WHEREAS, the mission of DLVA is to be a service-oriented organization of downtown stakeholders comprised of public, private and nonprofit entities committed to creating a vehicle for the advancement and progress of Downtown; and

WHEREAS, Nevada Revised Statute ("NRS") 268.028 authorizes the governing body of a city to expend money for any purpose that will provide a substantial benefit to the inhabitants of the city.

WHEREAS, the City is focused on improving Downtown and has found that grants to businesses provide a substantial benefit to the inhabitants of the city of Las Vegas; and

WHEREAS, the City, by and through its Economic and Urban Development Department ("EUD"), strives to create, coordinate and encourage new development and redevelopment throughout the city of Las Vegas; and

WHEREAS, the continuous work of EUD increases and diversifies the City's economy and creates jobs through business attraction, retention and expansion programs; and

WHEREAS, to further bolster the City's efforts to promote Downtown as an excellent place to live, work, and play, the City desires to partner with DLVA in their efforts to engage and educate Downtown business and land owners, along with stakeholders and leaders from across the region, to support continued progress towards an attractive, vibrant, diverse and sustainable Downtown.

WHEREAS, the City and DLVA previously entered into a Memorandum of Understanding which the City and DLVA acknowledge has expired and is of no effect and the

City and DLVA have mutually decided to enter into this MOU going forward.

NOW, THEREFORE, in consideration of the mutual covenants hereinabove stated, City and DLVA agree to the following:

- A. SCOPE OF THIS AGREEMENT. City and DLVA agree to enter into this MOU for the purpose of the City partnering with DLVA to support its continued growth, co-host a series of community engagement and education events, partner on the marketing of Downtown, the “Down to Play” Campaign, and increase communication and coordination between the Parties.
- B. TERM. The term of this MOU shall commence on the Effective Date (“Commencement Date”) and shall terminate on the one (1) year anniversary of the Effective Date. If the Parties agree to extend the term of this MOU, the extension shall apply only to the projects and award related to the sixty thousand dollars (\$60,000) and shall not include the “Down to Play,” Campaign and the funding of thirty-five thousand dollars (\$35,000).
- C. TERMINATION RIGHTS. Either Party may terminate this MOU for any reason whatsoever by providing one hundred and twenty (120) days written notice to the other Party.
- D. RESPONSIBILITIES OF DLVA.
1. DLVA Grow Operations and Activities
 - a. DLVA shall maintain its tax-exempt status granted by the State of Nevada and Internal Revenue Service.
 - b. DLVA shall maintain and progressively execute a three (3) year Strategic Plan that ensures it is a sustainable organization capable of effectively representing its members and supporting and leading Downtown improvements. The Strategic Plan should address, but is not limited to:
 - i. Achieving and maintaining operational excellence
 - ii. Improving and increasing membership
 - iii. Being a voice of leadership for and of Downtown
 - iv. Leading and supporting initiatives that improve Downtown
 - c. DLVA’s activity and work will generally include, but is not limited or required to include:
 - i. Building a more connected and collaborative Downtown community
 - ii. Advocating for improvements that will drive greater economic and residential development Downtown
 - iii. Marketing Downtown to help drive greater economic and residential development Downtown

- iv. Actively support the exploration, planning, and implementation of a Business Improvement District (BID) that is beneficial for Downtown and DLVA members.
2. City and Joint Community Engagement and Education Efforts, led by DLVA
 - a. City and DLVA will co-host an event series titled “Successes & Insights” to engage and educate Las Vegans, especially key community partners and stakeholders, about how and why investing in and improving Downtown drives economic growth and enhances quality of life in the region. The series will include two (2) large-format community events, and will bring compelling speakers from regional metropolitan downtowns to provide first-hand testimony of how their downtowns are transforming and improving local quality of life, business climate, and economy. DLVA will create and execute the events, providing City with input on content.
 3. City and DLVA Increase Coordination and Communication, led by DLVA
 - a. DLVA shall present to City Council, at least one (1) time, an update on its activities, accomplishments and membership.
 - b. DLVA shall host at least one (1) lunch for the Mayor and DLVA members to discuss timely Downtown issues and major initiatives
 - c. To establish regular and substantive dialogue between City and DLVA's membership, DLVA will host semiannual working sessions between senior City staff and DLVA board members to discuss timely Downtown issues, major initiatives, and strategies for City and DLVA to work together.
 - d. City's and DLVA's designated staff representative(s) to meet twice yearly to update and coordinate collaborative efforts.
 4. Down to Play Campaign, led by DLVA
 - a. DLVA will utilize grant funds to expand the Down to Play social media campaign that highlights select itineraries for individualized tastes and lifestyles. This campaign was launched in the fall of 2020 and received strong support from local businesses.
 - b. Itineraries include spotlights of downtown businesses with details about why each business is unique and any special promotions/discounts that they want to offer. Participating businesses would include those located throughout the downtown community, all of which are in the Las Vegas Opportunity Zone including museums, retail, dining, transportation and entertainment. There were 27 businesses that participated in the campaign in 2020. DLVA increase that number to at least 60 businesses and provide more opportunities for businesses who may not have a storefront to engage in this program.
 - c. The Digital Twin component of the campaign will include QR codes that participants can scan to check-in. These interactions will be tracked to understand traffic patterns and usage. DLVA will also track downloads of the Explore DTLV app and report on website usage. Finally DLVA will follow the data from social media posts to understand performance to align the campaign and offers.

5. DLVA Performance Reports

1. For the \$60,000 grant, DLVA shall provide City with semiannual written reports on its activities and accomplishments.
 2. For the \$35,000 grant, DLVA shall provide monthly performance reports for each month during which these Funds are used. Monthly reports are due by the 10th of each month.
Monthly reports shall provide information on the activities occurring and accomplished. Specifically, monthly reports shall provide information on the number of individuals served by DLVA and other such information as required by the City associated with the performance metrics below:
 - Number of businesses assisted
 - Number of businesses assisted located in a Qualified Census Tract (partially or fully within City of Las Vegas)
 - Number of employees retained
 - Number of employees retained at a business in a Qualified Census Tract (partially or fully within City of Las Vegas)
 3. DLVA acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
- E. RESPONSIBILITIES OF CITY.

1. City agrees to contribute an annual amount of Sixty Thousand Dollars (\$60,000). The annual contribution shall be paid to the DLVA in four equal quarterly installments of Fifteen Thousand Dollars (\$15,000.00). DLVA shall invoice the City the first (1st) day of each March, June, September and December throughout the term of this MOU and upon receipt of invoice, City shall make payment no later than thirty (30) days thereof.
2. City shall actively participate in activities set out in this MOU.
3. City shall make good faith efforts to include DLVA in ideation and decision- making in issues that have significant impact on Downtown.
4. Down to Play Campaign
 - a. This Agreement provides the Funds for the purpose of reimbursing or advancing, as determined by the CITY in its sole discretion, the DLVA for the eligible use expenses identified in the Budget attached hereto as Exhibit A.
 - b. City agrees to contribute to DLVA one-time grant funding in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) (the "DTP Funds") for eligible use expenses associated with the DLVA's program "*Down to Play Campaign*" as described in Section D-4 (the "Program"). All eligible use expenses must be incurred during the Term. The eligible use expenses incurred by DLVA before or after the Term are not entitled to payment under this Agreement without prior written consent of the CITY.
 - c. Payment will be processed upon receipt of the following:
 1. Dated invoice from vendor for payment or dated receipt for expenses incurred; and
 2. Additional reasonable documentation requested by the City supporting incurred expenses.

- d. DLVA's invoice must be for the eligible use expenses actually incurred. All eligible use expenses shall be recorded by budget line-items and be supported by documentation evidencing in proper detail the nature and propriety of the expense. The City may in its sole and absolute discretion withhold payments if unauthorized costs are identified and/or if documentation requested by the City is not provided. All invoices shall be submitted no later than thirty (30) calendar days after any termination of this Agreement.

F. MISCELLANEOUS

1. **Notices.** Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, or deposited in the United States mail to the following addresses:

If to City:

Re: MOU, generally:

Ryan Smith, Director Economic
and Urban Development City of
Las Vegas, Nevada
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101,

Or

Re: Down to Play Campaign:

Dina Babsky, Strategic Initiatives Manager
City of Las Vegas, Office of Strategic Services
Strategic Initiatives Division
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101

If to DLVA:

Carolyn Wheeler, Executive Director
Downtown Vegas Alliance
300 S. 4th Street, Suite 11
Las Vegas, NV 89101

Notice shall be deemed to have been effective when received personally or in the mail by the addressee. Either Party may change its address for the purpose of receiving notices by providing written notice to the other.

2. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction,

performance and effect of this MOU, without giving effect to its conflict of law provisions.

3. Publicity. Any publications produced with Funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by a grant from the City of Las Vegas."
4. Severability. Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this MOU and the remaining provisions shall remain in full force and effect.
5. Integration. This MOU represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this MOU.
6. Modification or Amendment. All amendments or modifications hereto must be in writing and signed by the appropriate Parties to the MOU.
7. Assignment. Neither this MOU, nor any rights of DLVA granted hereunder, may be assigned by DLVA without the written consent of City which may be withheld at City's sole discretion.
8. No Waiver. No failure or delay on the part of any Party to this MOU to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this MOU may have.
9. Public Records. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.
10. Time is of the Essence. Time is of the essence of this MOU and all of the terms, covenants and conditions hereof.
11. 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties here to have caused this MOU as of the Effective Date.

DOWNTOWN LAS VEGAS ALLIANCE

BY: _____
Patrick Reilly
Its: Chair, Downtown Las Vegas Alliance

ACCEPTED AND AGREED TO:

BY: _____
Carolyn G. Goodman
Its: Mayor

ATTEST

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Crislove A. Igeleke 12/6/22
Counsel Date

Crislove A. Igeleke
Deputy City Attorney

Memorandum of Understanding

Council Meeting 12/21/2022
Item

EXHIBIT "A"
BUDGET

Line Item	Amount	
Direct Program Delivery Costs		
Grant Program Management	\$9,000.00	
Outreach & Social Media Management	\$12,000.00	
Digital Twin Licensing*	\$9,000.00	
Design & Hosting*	\$5,000.00	
TOTAL:		\$35,000.00

* Approved for an advance of \$14,000 in funding. Appropriate backup documentation is required.