

**CITY OF LAS VEGAS HISTORIC PRESERVATION COMMISSION
GRANT AGREEMENT WITH
DAYVID FIGLER
PROJECT NUMBER: 23-0269-HPC1**

THIS HISTORIC PRESERVATION COMMISSION GRANT AGREEMENT ("Agreement") is made by and between THE CITY OF LAS VEGAS HISTORIC PRESERVATION COMMISSION (the "Commission"), and DAYVID FIGLER, an individual (the "Grantee"). The Commission and Grantee are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Commission and Grantee, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS:

WHEREAS, in 2001, the Nevada Legislature passed legislation as codified in NRS 482.37903 which authorized the design, preparation and issuance of special license plates to commemorate the 100th anniversary of the founding of the city of Las Vegas; and

WHEREAS, the fees from the sale of the specialized commemorative license plates are distributed to the city of Las Vegas (the "City") to be used to pay for projects relating to the commemoration of the history of the City, including, without limitation, historical markers, tours of historic sites, and improvements to or restoration of historic buildings and structures; and

WHEREAS, the Commission receives funding from the sale of the license plates to oversee the distribution of the fees on behalf of the City in accordance with NRS 482.37903; and

WHEREAS, the Grantee has submitted a Historic Preservation Commission (the "HPC") Grant application requesting HPC grant funds to be used for the costs associated with the replacement of an original west facing privacy wall. Funding components include the following: (a) wall replacement; (b) new bricks for wall; (c) resizing bricks to original size; (d) new footing for wall; and (e) painting (the "Project"); and

WHEREAS, the Commission desires to provide HPC Grant funds to fund the Project; and

WHEREAS, the Commission desires to provide HPC Grant funds to support the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee agree as follows. The foregoing Recitals shall be incorporated herein as though fully set forth below.

AGREEMENT

1. GRANT AMOUNT. Subject to the terms of this Agreement, the Commission hereby grants and the Grantee hereby accepts a grant in the amount of Five Thousand Six Hundred Dollars (\$5,600.00) (the "HPC Funds") to be used for the Project.
2. ELIGIBLE COSTS. The Grantee agrees that the HPC Funds shall be used specifically for the Project (the "Eligible Costs") as more specifically described on the Budget attached to this Agreement as Exhibit A and incorporated herein. The Grantee agrees that any expenses not listed on Exhibit A are deemed ineligible for reimbursement and shall be the responsibility of the Grantee (unless otherwise

approved by the Commission). In addition, any costs in excess of the amount of the HPC Funds shall be the responsibility of the Grantee and not the Commission.

3. PAYMENT TO GRANTEE. The Commission agrees to reimburse the Grantee for Eligible Costs incurred by the Grantee up to the maximum amount of the HPC Funds. In order to receive a payment of the HPC Funds, the Grantee agrees to submit to the Historic Preservation Officer (the "HPO") a request for a disbursement of HPC Funds with copies of invoices, receipts, cancelled checks and/or other related documents which evidence the Eligible Costs. The HPO shall review and request further documentation as deemed reasonably necessary by the HPO to determine that such expenses constitute Eligible Costs. The Commission will make payment within thirty (30) calendar days of receipt of a request for a disbursement of HPC Funds unless the HPO reasonably determines that further documentation and review is required.

4. TERM. The term of this Agreement shall commence when this Agreement is formally executed by the Commission and shall remain in effect until the amount of the HPC Funds granted herein have been disbursed in total to the Grantee and the "Final Report" (defined in Section 6 below) has been submitted and approved by the Commission.

5. HPC RECOGNITION. Grantee agrees to acknowledge the Historic Preservation Commission as a contributing sponsor of the Project, with signage on/at the Project, and in its advertisements, printed materials, television, radio and electronic medium as a supporter of the Project. Grantee will also include a statement that the Project is funded by sales of the Las Vegas License Plate. The HPC reserves the right to disapprove of any signage and/or material and, if HPC Commission disapproves of any signage and/or material, the Grantee agrees to cease the display, publication and distribution of the materials until finally approved by HPC.

6. FINAL REPORT TO COMMISSION. Within ninety (90) calendar days of the completion of the Project, the Grantee agrees to submit a report to the Commission ("Final Report") which Final Report will include (a) an accounting of the expenditures incurred by the Grantee, including a detailed report of how the HPC Funds were used; and (b) the elements of the commemoration of the history of Las Vegas.

7. APPLICABLE LAW AND STATUTES. The Grantee shall comply with all applicable federal, state and local laws and regulations. This includes obtaining any and all necessary permits or licenses from the City or any other relevant entity or agency. The Commission represents that this Agreement complies with all applicable federal, state and local laws and regulations including, without limitation, NRS 482.37903.

8. INSURANCE. The Grantee shall procure and maintain during the Term of this Agreement comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage before, during and after the Project is completed. Grantee agrees to name the Historic Preservation Commission as an additional insured and provide a copy of its Certificate of Insurance to the Historic Preservation Officer.

9. INDEMNIFICATION. Notwithstanding any of the insurance required set forth in this Agreement, the Grantee shall protect, indemnify and hold the Commission, its working groups, directors, officers, employees and agents harmless from and against any and all third party claims, liabilities, losses, suits, actions, decrees and judgments ("Claims") which may be recovered from or sought against the Commission, as a result of, by reason of, or as a consequence of, any negligent act or omission or breach of this Agreement on the part of Grantee, its directors, officers, employees, agents or anyone acting on behalf of Grantee in the performance of the terms, conditions and covenant of this Agreement. The Grantee's indemnification obligation hereunder shall be subject to (i) receiving prompt written notice of

the existence of any Claim; (ii) permitting the Commission to participate (but not control), at its own cost, in the defense of any Claim; and (iii) receiving full cooperation of the Commission in the return thereof.

10. **TERMINATION FOR DEFAULT.** The Commission shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Grantee to perform this Agreement in accordance with its terms. Such termination shall be effected by providing thirty (30) calendar days prior written notice from the Commission to Grantee, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Commission shall not be responsible to the Grantee for any further payments from the HPC Grant provided by this Agreement and the Grantee agrees not to request any payment of the HPC Grant funds provided herein.

11. **INDEPENDENT CONTRACTOR.** The Grantee is deemed to be an independent contractor under this Agreement and shall not be deemed a partner, joint venture, or employee of the Commission.

12. **WARRANTY.** The Grantee warrants that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

13. **FORCE MAJEURE.** The Grantee is excused from performance by acts of God, epidemics, pandemics, government restrictions including mandatory or voluntary restrictions, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

14. **WAIVER.** Waiver of any of the terms of this Agreement shall not be valid unless in writing signed by each party. The failure of the Commission to enforce any of the provisions of this Agreement, or to require performance of any provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the Commission to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

15. **SEVERABILITY.** In the event of any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

16. **NOTICE.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to the Commission:

Historic Preservation Commission
ATTN: Diane Siebrandt
Historic Preservation Officer
495 S. Main Street
Department of Community Development
Las Vegas, NV 89101
dsiebrandt@lasvegasnevada.gov
(702) 229-2476

If to the Grantee:

Dayvid Figler
1302 S. 6th Street
Las Vegas, NV 89104
dfigler@gmail.com
(702) 204-9167

17. MODIFICATION/AMENDMENT. This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Nevada and the venue shall be in the Eighth Judicial Court in Clark County, Nevada.

19. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

20. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the Commission and the Grantee. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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Signature Page

IN WITNESS WHEREOF, the Commission and Dayvid Figler have executed this Agreement as of the Effective Date.

THE CITY OF LAS VEGAS HISTORIC
PRESERVATION COMMISSION

By: Robert Stoldal
Robert Stoldal, Chairman

Date: JUNE 24, 2023

ATTEST:

By: Diane Siebrandt
Diane Siebrandt, Historic Preservation Officer/
HPC Secretary

Approved as to Form:

By: John S. Ridilla 6/12/23
Deputy City Attorney Date
John S. Ridilla
Chief Deputy City Attorney

DAYVID FIGLER

By: Dayvid Figler
Dayvid Figler, Homeowner

Date: 6/12/23

EXHIBIT A

CONTRACTED SERVICES

Description of Expense	Total Expense Amount for this Item	Funding from Other Sources	Requested Grant Amount from HPC
Wall Replacement including materials and resizing bricks to original size	\$8,200	\$4,100	\$4,100
New footing for wall	\$2,400	\$1,200	\$1,200
Painting	\$600	\$300	\$300
Labor to remove trees	\$800	\$800	\$0
TOTALS	\$12,000	\$6,400	\$5,600

Funding Sources	
Homeowner contribution	\$6,400
HPC Grant	\$5,600