

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF NORTH LAS VEGAS
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
FLOWER AND PERLITER WATERMAIN UPGRADE PROJECT**



WHEREAS, the City of North Las Vegas, acting as the responsible entity on behalf of the U.S. Department of Housing and Urban Development (hereafter "Agency"), plans to carry out the Flower and Perliter Watermain Upgrade Project (hereafter Undertaking) pursuant to HUD regulations 24 CFR Part 58, which delegate HUD obligations under Sections 106 and 110 of the National Historic Preservation Act (NHPA) to responsible entities; and

WHEREAS, the Undertaking consists of the replacement of water mains, water lines, fire hydrants, water meters, backflow assemblies, sewer mains, manholes and sewer service lines for the City of North Las Vegas, Clark County, Nevada, and is commonly known as the Flower and Perliter Watermain Replacement Project; and

WHEREAS, Agency has defined the Undertaking's area of potential effects (APE) as depicted on Attachment 1; and

WHEREAS, Agency has determined that the proposed upgrade and replacement of the existing water and sewer infrastructure which was installed in Flower and Perliter Streets in 1954 may have an adverse effect to the historic properties eligible for listing in the National Register of Historic Places, and has consulted with the Nevada State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. §300101 et seq.); and

WHEREAS, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding pursuant to notices published in the Las Vegas Review Journal and the City of North Las Vegas Web Site; and

WHEREAS, Agency made a reasonable and good faith effort to identify and contact federally recognized Indian tribes that might attach religious and cultural significance to historic properties in the area, including the Las Vegas Paiute Indian Tribe, and the Tribe has expressed no concerns ; and

SCANNED 

WHEREAS, in accordance with 36 C.F.R § 800.6(a)(1), Agency has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.5(a)(1)(iii); and

NOW, THEREFORE, Agency and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of said Undertaking on historic properties.

I. DOCUMENTATION

A. Recording and Reporting Activities

1. Stipulations

The City of North Las Vegas will ensure that the following measures are implemented:

Agency will provide the following mitigation materials:

- a. A map of the historic pipeline routes, including laterals; and
- b. A narrative of what the pipe is made of, hazardous materials used, and why it is failing; and
- c. Photos of the fire hydrants being replaced; and
- d. Photos or photo of the pipeline if it can be procured, or if it has already been taken.

The mapping and photographic standards to be applied are those outlined in *Nevada Section 106 Architectural Survey and Inventory Guidelines* (revised 2012).

- 2. Agency will submit the final documents described in Stipulation I.A.1. a - d to SHPO for review no later than 90 days after the completion of the ground-disturbing portion of the Flower and Perliter Watermain Replacement Project.
- 3. Upon receipt and subsequent review of the above items, SHPO will provide written verification that the mitigation effort associated with this Undertaking is complete.

II. MUTUAL REPRESENTATIONS AND WARRANTIES

- A. Agency and SHPO and each person executing this MOA on behalf of the Agency represents and warrants to each other that:

1. All parties have requisite power and authority to enter into and perform their obligations under this MOA; and
2. The person signing this MOA on each party's behalf has been duly authorized to execute and deliver this MOA and to legally bind that party to the terms and conditions of this MOA; and
3. The execution and performance of this MOA by the parties does not violate any provision of any other agreement to which the Agency or SHPO is a party.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, Agency may consult with the other Signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

IV. EFFECTIVE DATE

This MOA shall become effective on the date of the last signature below.

V. DISPUTE RESOLUTION

Should any Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, Agency shall consult with such party to resolve the objection. If Agency determines that such objection cannot be resolved, Agency will:

A. Forward all documentation relevant to the dispute, including the Agency's proposed resolution, to the ACHP. The ACHP shall provide Agency with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Agency shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Signatories, and provide them with a copy of this written response. Agency will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Agency may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Agency shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to the MOA, and provide them and the ACHP with a copy of such written response.

C. Agency's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The Amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

VII. TERMINATION

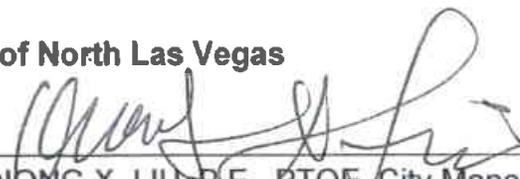
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an Amendment per Stipulation VI, above. If within thirty (30) days an Amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other Signatory.

Once the MOA is terminated, and prior to work continuing on the Undertaking, Agency must either (a) execute a MOA pursuant to 36 CFR §800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. Agency shall notify the Signatories as to the course of action it will pursue.

EXECUTION of this MOA by the Agency and SHPO and implementation of its terms evidence that Agency has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement.

City of North Las Vegas

By: 
QIONG X. LIU, P.E., PTOE, City Manager

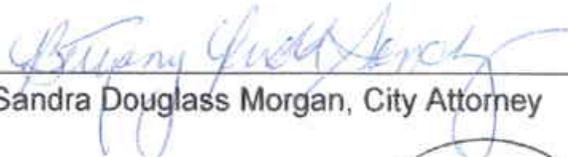
Date: 2/19/15

ATTEST:

By: 
Barbara Andolina, City Clerk

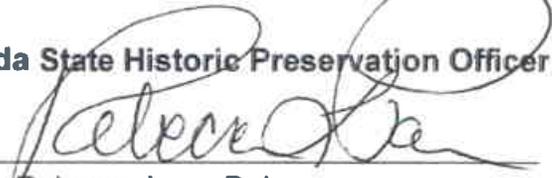
Date: 2/19/15

APPROVED AS TO FORM:

By: 
Sandra Douglass Morgan, City Attorney

Date: 2-18-15

Nevada State Historic Preservation Officer

By: 
Rebecca Lynn Palmer
Historic Preservation Officer

Date: 3/6/15



Flower & Perliter Watermain Project "APE"

Legend

-  APE Area
-  Parcels

