

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLARK COUNTY NEVADA
AND
NEVADA STATE HISTORIC PRESERVATION OFFICE**

This Memorandum of Understanding (MOU) is entered into by and between Clark County (the County), acting by and through its Social Service Department (SSD) and the Nevada State Historic Preservation Office (SHPO) to set forth procedures for programs receiving grants from the U.S. Department of Housing and Urban Development (HUD).

RECITALS

WHEREAS, SSD proposes to administer and fund projects and programs in the County with monies from HUD including the Community Development Block Grant program (CDBG) under Title I of the Housing and Community Development Act of 1974; the McKinney Homeless Programs including the Emergency Solutions Grants Program, the Home Investment Partnership Act (HOME) Program; grants from the Housing Recovery Act of 2008; and any other program delegated to the County pursuant to 24 CFR Part 58 and Section 106 of the National Historic Preservation Act (54 U.S.C. §306108) (hereinafter collectively referred to as "the Programs"); and

WHEREAS, HUD regulations require grantees to consult with the SHPO in accordance with 24 CFR Part 58 where environmental review responsibilities have been delegated to the County; and

WHEREAS, the County has determined that there may be projects which are administered and funded under the Programs which may have an effect on properties included in, or eligible for inclusion, in the National Register of Historic Places (Historic Properties; and NRHP) and has, in making this determination, consulted with the SHPO pursuant to the regulations implementing Section 106 of the National Historic Preservation Act (~~16 U.S.C. §306108~~); and

NOW, THEREFORE it is mutually agreed that in order to satisfy the County's responsibilities under Section 106 of the National Historic Preservation Act, the SSD will administer each of the Programs in accordance with following provisions and stipulations within the jurisdiction of the County, which includes CDBG eligible census tracts.

The County will ensure the following measures are carried out.

I. Areas of Potential Effect

For purpose of this MOU, the Area of the Potential Effect (APE) will be limited to the individual building when a proposed project involves the acquisition of real property and/or the rehabilitation of its existing interior features or adjacent properties in instances where the rehabilitation work affects the exterior of the property.

II. Identifying Historic Properties

A. The SSD will determine the age of all properties in the APE by consulting appropriate public documents such as documents on file with Clark County Assessor's Office, Clark County, Nevada.

B. If public records indicate that properties in the APE are less than fifty (50) years of age, and they do not appear to be of any extraordinary historic or architectural importance, no consultation with the SHPO is required and the project may proceed as determined by the Assistant Director of the SSD or his/her designee. The County or the SSD representative will retain copies of all determinations made under this stipulation for public inspection consistent with public records requirements.

C. If public records indicate that any property in the APE is fifty (50) years of age or older (hereinafter identified as an "historic resource"), the County or the SSD representative must initiate consultation with the SHPO unless the project is exempt from the further consultation with the SHPO as specified in Stipulation III below.

D. If the project affecting historic resources is not exempt from further consultation with the SHPO, the SSD representative shall submit the following documentation to the SHPO for review:

1. Age of all historic resources as listed on the Clark County Assessor Records and Maps website (<http://www.clarkcountynv.gov/assessor/Pages/default.aspx>).
2. Original or digital photograph(s) of all historic resources showing all four elevations or as many slides as necessary to accurately represent the historic resources and structure/s and surrounding neighborhood, labeled appropriately.
3. Map indicating historic resource location.
4. Brief description of the historic resources, which will also include the address and Assessor's Parcel Number (APN).
5. Copy of the Scope of Work delineating the physical improvements to be complete for the project.

E. The SHPO shall have thirty (30) days upon receipt of project documentation by the SSD or County to review the project. Failure of the SHPO to respond within this time period shall not preclude the County from proceeding with a project.

F. If the SSD representative in consultation with the SHPO determines that the historic resource is not eligible for inclusion in the NRHP, the SSD representative will document such determination in the file and the project may proceed.

G. If the SSD representative and the SHPO disagree regarding the potential eligibility of the historic resource, a consultant meeting the appropriate Secretary of Interior's Professional Qualifications Standards for the resource and hired by the SSD representative or the County will inventory the historic resource and make the a determination of NRHP eligibility to the SSD and the SHPO.

H. If after such determination, the SSD and the SHPO still disagree regarding the eligibility of the historic resource for the NRHP, the appropriate documentation shall be forwarded to the Keeper of the National Register for an official determination. Failure of the Keeper to respond to the County within forty-

five (45) days of submission of documentation to the Keeper shall not preclude the County from proceeding with a project.

I. If a historic resource is determined eligible for the NRHP, either through consensus between the County and the SHPO, or through formal determination from the Keeper, and the project does not qualify as a exempt activity as defined in Stipulation III, the County shall consult with the SHPO as required per 36 CFR 800.4(d).

III. Exempt Activities

Project activities not requiring review by the SHPO are enumerated in Stipulation III. A project consisting of activities in Stipulation II as well as activities not listed in Stipulation II shall be reviewed pursuant to the terms in this MOU.

A. Projects which are limited to the rehabilitation of interior spaces within single family residential structures where such work will not be visible from the exterior of the structure are exempt.

B. County improvement projects which include the installation of streets, sidewalks, curbs, gutters and ADA ramps for sidewalks are exempt.

C. The following rehabilitation activities, whether undertaken separately or cumulatively, do not require further consultation with the SHPO:

1. Electrical work.
2. Plumbing work.
3. Installation of mechanical equipment which does not affect the exterior of the building.
4. Repainting of existing exterior painted surfaces if destructive surface preparation treatments are not used, including, but not limited to, water-blasting, sand-blasting, and chemical removal.
5. Repair or partial replacement of porches, cornices, exterior siding, doors, balustrades, stairs, other trim, when the replacement is done in-kind to match as close as possible the original material and form.
6. Replacement of windowpanes in-kind or with double or triple glazing as long as glazing is clear and not colored, and replacement does not alter existing window material and form; however, work involving windows with original leaded or stained glass will be submitted for review.
7. Floor refinishing, repair and replacement.
8. Caulking and weather stripping with compatibly colored materials.
9. Roof repair or replacement if replacement is in-kind to match the original as close as possible.
10. Replaced or added insulation.
11. Drywall repair or replacement.
12. Installation of fire or smoke detectors.
13. Installation of security devices, including dead bolts, door locks, window latches, and door peepholes, and the installation of electronic security systems.
14. Repair or replacement driveways, walkways or fencing if replacement is in-kind.

15. Installation of grab bars and minor interior modifications for handicap accessibility, and installation of portable ramps and wedges in the interior of the structure.
16. Repair or replacement of signs or awnings.
17. Repair or replacement of interior stairs.
18. Repair or replacement of bathroom or kitchen fixtures.
19. Affordable Rental Housing (Purchase or Lease).
20. Homebuyer Assistance or Lease-to-Own programs.

IV. SHPO Review Time

In accordance with existing regulations (36 CFR 800.3(c)(4)), the SHPO shall have thirty (30) days upon receipt of documentation from the County for their review and comment. The failure of the SHPO to respond within this time period shall not preclude the County from proceeding with the project.

V. Resolution of Disagreement

A. Should any party disagree about the implementation of this MOU for a specific project the parties will meet to resolve the dispute. If the parties cannot resolve the dispute, the County will forward all documentation to the Advisory Council for Historic Preservation (ACHP) for comment.

B. Members of the public, an organization, or tribe that disagree with County's efforts to identify historic properties or comply with the provisions of this MOU or the regulations will bring their concerns to the SHPO who will meet with the County to resolve the dispute. If the parties cannot resolve the dispute the County shall:

1. Forward all documentation relevant to the dispute, including the County's proposed resolution, to the ACHP. The ACHP shall provide the County 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, the County shall prepare a written response that takes into account any timely advise or comments regarding the dispute from ACHP, signatories and concurring parties, and provide them with a copy of this written response. The County will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the County may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the County shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories, and provide them to the ACHP with a copy of such written response.
3. The County's responsibilities to carry out all other actions subject to the terms of this MOU that are not the subject of the dispute remain unchanged.

VI. Duration, Amendment, and Termination of This Memorandum

A. Duration. This MOU will become effective upon signature by the County and the SHPO and automatically terminate in three years after the date of the last signature unless it is extended by written agreement of the parties.

B. Amendments. Amendments to the MOU may be requested of either party for consideration of inclusion in the MOU. No amendment or addendum to this MOU will go into effect without signed concurrence of the County and the SHPO.

C. Termination. This MOU may be terminated at any time by the County or the ~~SHOP~~ SHPO upon thirty (30) days written notice. If the MOU is terminated, the County will consult for all projects described in this MOU in compliance with 36 CFR 800.3-7.

SHPO
RdPaw
11/14/19

APPROVED:

CLARK COUNTY



Timothy Burch, Administrator of Human Services

9/23/19

Date



Lynn Goya, Clark County Clerk

10/2/19

Date

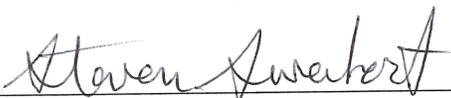


Rebecca L. Palmer, Nevada State Historic Preservation Officer

11/14/19

Date

APPROVED AS TO FORM:

BY: 

Steven Sweikert, Deputy District Attorney

9-17-19

Date