

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
WHIRLYGIG, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 5th day of January, 2004, between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and Whirlygig, Inc., a 501(c)(3) Nevada non-profit corporation for the formation and implementation of the First Friday Development Plan.

WITNESSETH:

WHEREAS, the City, through the Department of Leisure Services Cultural Affairs Division, desires to support the growth and development of the Las Vegas Arts District; and

WHEREAS, Whirlygig, Inc. is a 501(c)(3) Nevada non-profit corporation dedicated to presenting arts events and programs that contribute to the development of the local arts community in Las Vegas, Nevada; and

WHEREAS, Whirlygig, Inc. is the producer of First Friday, the once a month arts festival held in the Las Vegas Arts District ("Arts District") in downtown Las Vegas; and

WHEREAS, First Friday has generated significant numbers of new visitors and tenants to the Arts District, brought greater visibility to the arts in downtown Las Vegas and fostered cooperation among neighborhood businesses and artists located in the Arts District and vicinity; and

WHEREAS, the parties desire to sustain and enhance the operational capacity of First Friday and strengthen event coordination to meet the increased demands related to visitors, neighborhood residents, logistics and services.

NOW, THEREFORE, in consideration of all mutual events herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. **Purpose.** This MOU is entered into for the purpose of planning and implementing a 12 month strategic initiative called the First Friday Development Plan ("Plan").
2. **Plan Obligations.** The parties agree to the conditions of the Plan as set forth below:
 - a. The Plan will be administered jointly by the City, through the Department of Leisure Services, Cultural Affairs Division, and Whirlygig, Inc. with advice and counsel from an 11 member Advisory Committee ("Committee") appointed through mutual agreement of both parties.
 - b. The Committee shall meet monthly to review, discuss and make recommendations on matters related to the Plan including strategic planning, programming, logistics, advertising and marketing.

- c. The City shall provide a variety of specific support services as more specifically identified in Exhibit "A," attached hereto and incorporated herein, through the Plan at a cost not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00).
- d. Whirlygig, Inc. shall provide a cash match of Five Thousand and 00/100 Dollars (\$5,000.00) in funds during the 12-month initiative to support programming and other services as mutually identified.
- e. Whirlygig, Inc. will serve as the contractor and fiscal agent with any and all First Friday title sponsors secured through the Plan.
- f. Whirlygig, Inc. will report to the Committee on fiscal matters related to the Plan.
- g. The City shall be listed as a partner and sponsor for First Friday in all promotional materials.
- h. The parties and the Committee shall coordinate and develop a written evaluation of the 12-month Plan at its conclusion no later than thirty (30) days following the expiration of this MOU.

3. Term. This MOU and the authorization provided herein shall remain in full force and effect as of the final date of approval and execution by the City and Whirlygig, Inc. ("Effective Date") and will expire one (1) year after the Effective Date.

4. Right of Termination. Each party shall have the right to terminate this MOU for any reason upon ten (10) days written notice to the other party which shall terminate any further performance by either party under this MOU.

5. Indemnity. Each party will protect, defend, indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, suits, actions, liens, decrees, and judgments of whatever nature in connection with or arising out of this MOU. The indemnity provided by the City will be subject to and limited by NRS Chapter 41.

6. Insurance. Whirlygig, Inc. shall provide the City with a certificate or other proof of insurance, insuring against liability arising out of this MOU with limits of not less than One Million and 00/100 Dollars (\$1,000,000). The City shall be named as additional insured on Whirlygig, Inc.'s policy. The City represents and Whirlygig, Inc. acknowledges that the City is self-insured in accordance with the requirements of Nevada Revised Statutes and the City shall provide a certificate of self-insurance to Whirlygig, Inc.

7. Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this MOU shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the

parties may from time to time designate in writing:

If to the City: Barbara Jackson, DPA, Director
Leisure Services Department
Cultural Affairs Division
749 Veterans Memorial Drive
Las Vegas, NV 89101

If to Whirlygig, Inc.: c/o Cindy Funkhouser
The Funkhouse
1228 S. Casino Ctr.
LV, NV 89104

8. Assignment: Neither party may assign their rights nor delegate their duties under this MOU without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

IN WITNESS WHEREOF, the parties have entered into this MOU on the date and year first above written.

Attest:

By 
BARBARA JO RONEUMUS, City Clerk

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

Date: 2/24/2005

APPROVED AS TO FORM:

J. Pentecost 12/15/04
Date

WHIRLYGIG, INC.

By: 

Title: Treasurer

Date: 2-10-05

EXHIBIT A

First Friday Development Plan

Services provided through the Cultural Affairs Division Department of Leisure Services, commencing on the effective date of the MOU:

Secure Temporary Event Permit \$50 x 12	600
Secure Barricade plan \$730 x 6	4,380
Provide Trolley \$650 x 12	7,800
Provide Arts Bus narrators \$100 x 2 x 12	2,400
Provide 10 art exhibit tents 10 x \$80 x 6	4,800
Total	\$ 19,980

Other services in the Plan include:

- Provide the Showmobile for 4 (four) First Fridays during the 12-month Plan
- Secure monthly the offsite shuttle parking lot at the Clark County Government Center
- Assist Committee in its efforts to secure a monthly Title Sponsor for each First Friday
- Provide the Arts Bus (second vehicle) through Fleet and Transportation Services Division, Field Operations