

ATTACHMENT B
Project Summary & Special Conditions

Project Summary:

Project Title and Identification Number: Las Vegas Wash Fee Title Acquisition, CL-UP-06008

GRANTOR:.....Nevada Division of State Lands

GRANTEE:.....City of Las Vegas

GRANT PROGRAM:.....Question 1

Project Type: Urban Parks and Greenbelts

Question 1 Funding Source: Urban Parks and Greenbelts

Minimum Match Required by the Question 1 Administrative Regulations: 25 Percent.

Period Covered By This Funding Agreement (Term):

July 1, 2006 to December 31, 2007

Project Cost Sharing Estimates (Match Amount)

Grantee's (City of Las Vegas') Share of Project Cost	68.92% of Project Cost	\$1,108,500.00
Grantor's (State Lands) Share of Project Cost	31.08% of Project Cost	\$500,000.00
Estimated Total Project Cost*		\$1,608,500.00

*See Attachment D, Project Budget for details.

GRANTEE has represented that a match exceeding the minimum required will be provided, which promoted the project's ranking by the Administrator, therefore **GRANTEE is responsible for a minimum of 68.92% of the ACTUAL costs** of the project, currently estimated to be \$1,108,500.00.

GRANTOR is responsible for a maximum of 31.08% of the ACTUAL costs of acquisition, not to exceed \$500,000.00, unless the funding agreement is amended by the State. In the event the total project cost exceeds grantee's estimate of total project cost, GRANTOR is not obligated to increase its share of the project cost.

ADMINISTRATIVE COSTS: The **GRANTOR** will reimburse **GRANTEE** for administrative costs of a maximum of 5% of the total project cost. Reimbursement of administrative and project costs together shall not exceed \$500,000.00.

Project Scope (Description of Project elements funded by this agreement).

See Attachment C for details:

The City of Las Vegas in conjunction with the Trust for Public Land will acquire a 3.91 acre property adjacent to the Las Vegas Wash as a neighborhood park and trailhead recreational amenity. Future trail projects would connect this property with Floyd Lamb State Park, Clark County Wetland Park, and Lake Mead National Recreation Area.

Special Conditions:

In addition to the terms and conditions listed on pages 1-5 of this Funding Agreement, the GRANTOR and GRANTEE mutually agree to perform this Funding Agreement with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto and hereby made a part hereof.

1. The GRANTEE hereby promises, in consideration of the promises made by the GRANTOR herein, to execute the project described above in accordance with the terms of the Funding Agreement.
2. The incorporated Non-revocable Deed Restriction that runs with the land shall be recorded against the property(ies) in perpetuity. See Attachment G below.
3. Work performed after July 1, 2000 may be eligible for matching contributions provided:
 - a. The applicant provides documentation detailing the work performed;
 - b. The applicant provides documentation that the work performed related directly towards project implementation;
 - c. The work performed is considered eligible for reimbursement per NAC regulations, Chapter 321, Sections 2 to 35, inclusive; and
 - d. The total State Share specified in the Funding Agreement does not increase.
4. The GRANTOR shall receive a site plan and other relevant project plans and specifications, completed by the GRANTEE, if applicable, showing all interests in land and water, and showing all facilities and structures acquired as part of the project including a summary report with information requested by the GRANTOR.
5. A request for funds exceeding \$500,000.00 requires an amendment to this agreement and must be approved by the State Lands Registrar.
6. Question 1 funding in an amount not to exceed \$500,000.00 shall be disbursed to the GRANTEE in the form of an advance or reimbursement(s). Original invoices, or a request for an advance, shall be submitted by GRANTEE to the GRANTOR to receive funds.
7. Payments are on a reimbursement basis and can be advanced in certain circumstances. Requests for reimbursements or advances must contain the necessary information identified in the "Outlay Report and Request for Reimbursement and/or Advance" form, or equivalent form provided by the GRANTOR. All reimbursements or advances must include supporting documentation, including, but not limited to, invoices, receipts and details outlining the basis for the expenditures, and the signature of the official responsible for approving the expenditures. The GRANTOR reserves the right to request any additional information, related to project expenses, or a request for an advance, that the GRANTOR determines is necessary to process a payment.

8. The GRANTOR will be invited to attend all major project issue meetings.

Grantor: Nevada Division of State Lands
Attn: Kevin Hill, Question 1 Program Coordinator
901 S. Stewart St., Suite 5003
Carson City, NV 89701
(775) 684-2747

Grantee: City of Las Vegas
Attn: Jim Marshall, Planner II
City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101
(702) 229-5274

9. The GRANTOR will be notified immediately of any changes regarding the cost of the project or the scope of work.
10. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the project prior to the closing of all relevant acquisition transactions.
11. Termination

The GRANTOR may terminate this Funding Agreement for reason of default by the GRANTEE. Any of the following events described in subparagraphs a through e inclusive shall constitute default:

- a. Termination of the grant by reason or fault of the GRANTEE;
- b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Funding Agreement and its incorporated provisions;
- c. Failure by the GRANTEE to make progress on the project within the Period covered by this Funding Agreement;
- d. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; and/or
- e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors which are being contested in good faith by the GRANTEE.
- f. Conditions in the Event of Default:
 - i. If the Project is not completed, the GRANTEE is required to reimburse the GRANTOR for funds expended for those portions of the Project that will not stand on their own, as determined by the GRANTOR.

- ii. The GRANTOR shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this Funding Agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the GRANTOR may terminate this Funding Agreement. The right of the GRANTOR to terminate this Funding Agreement shall not impair any other rights or remedies at law or equity the GRANTOR may have against the GRANTEE under this agreement or under the law. No waiver of any default by the GRANTOR under this contract shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this Funding Agreement are cumulative; this is in addition to every other remedy provided therein or under the law.
12. The GRANTEE will furnish progress reports and such other information as the GRANTOR may require. The GRANTOR requires an opportunity to review acquisition documents prior to closing: Five working days prior notification to review documents is required.
13. The Grantee shall post an appropriate sign at the project site acknowledging the project's funding source(s).
14. The laws of the State of Nevada shall govern this Agreement.