

**A Funding Agreement Between the State of Nevada
Acting By and Through Its Division of State Lands and the
Conservation and Resource Protection Grant Program
(Grantor)**

901 S. Stewart St., Suite 5003, Carson City, NV 89701

phone: (775) 684-2720

fax: (775) 684-2721

And

**City of Las Vegas
(Grantee)**

731 S. Fourth Street, Las Vegas, NV 89101

phone: (702) 229-2127

fax: (702) 474-7461

FOR THE PURPOSES OF constructing a recreational trail and associated infrastructure improvements along the Las Vegas Wash;

WHEREAS, at the general election on November 5, 2002 Nevada's voters approved a conservation initiative generated by Assembly Bill 9, Statutes of Nevada, 17th Special Session of the 2001 Nevada State Legislature, Chapter 6, referred to as Question 1, and authorized the issuance of general obligation bonds in the face amount of \$200,000,000 to carry out this program; and

WHEREAS, the Nevada legislature authorized the State Land Registrar to establish a conservation and resource protection grant program and administer the issuance of general obligation bonds in the face amount of \$65,500,000; and

WHEREAS, \$7,250,000 of the above \$65,500,000 is allocated to state agencies, counties, municipalities, and nonprofit organizations for the construction of Recreational Trails;

WHEREAS, the State Land Registrar has determined this project is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the State Land Registrar and the governing body of the City of Las Vegas.

2. **DEFINITIONS.** "Grantor" means the State of Nevada and the Division of State Lands, its officers and employees. "Grantee" means the City of Las Vegas. "Parties" means the Grantor and Grantee.

3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from January 1, 2007 to December 31, 2010, unless sooner terminated by either party as specified in paragraph 10 herein.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other parties at the addresses specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the responsibilities and duties of each party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

- ATTACHMENT A: Question 1 Adopted Regulations
- ATTACHMENT B: Project Summary and Special Conditions
- ATTACHMENT C: Scope of Work
- ATTACHMENT D: Project Budget
- ATTACHMENT E: Operations and Maintenance Plan
- ATTACHMENT F: DCNR General Requirements

6. **COST:** Grantor agrees to provide a maximum of 5.98 percent of the total project cost (the amount actually expended and necessary for the construction and completion of the described project), not to exceed a total grant amount of \$730,000.00, contingent upon Grantee's compliance with all of the terms and conditions herein. See Attachment B hereto, for description. Grantee is required to provide a minimum of 94.02 percent of the \$12,200,000.00 total project cost as its local share.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. **INSPECTION & AUDIT.**

a. **Books and Records.** Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of six years. The retention period runs from the date of Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **FUNDING DISTRIBUTION:** Question 1 funding in an amount not to exceed \$730,000.00 shall be disbursed to 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.

10. **FUNDING AGREEMENT TERMINATION.** Grantor may only terminate this project agreement as specified in section 16 of the incorporated Attachment B, and as further specified in this paragraph. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

a. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 4 above, and the subsequent failure of the defaulting party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

b. **Winding Up Affairs Upon Termination.** In the event of termination of this Funding Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Grantee shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Grantor;

iii. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;

11. **REMEDIES.** Except as otherwise provided for by law or this Funding Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed and City of Las Vegas employed attorneys. The State may set off consideration against any unpaid obligation of Grantee to any State agency.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases

13. **FORCE MAJEURE.** No party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.

17. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.

18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

19. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

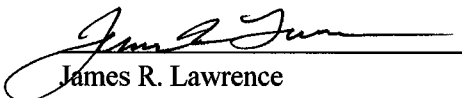
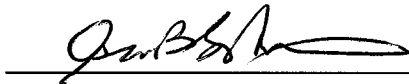
c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)


20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

21. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

22. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with the terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

 James R. Lawrence Grantor Signature	<u>1/13/09</u> Date	<u>Administrator/State Lands Registrar</u> Grantor's Title
 Grantee Signature OSCAR B. GOODMAN	<u>2/12/09</u> Date	<u>Mayor</u> Grantee's Title

Approved as to form

John S. Ridilla 2/19/09
Deputy City Attorney Date

Attest: By 
BEVERLY K. BRIDGES, CMC, City Clerk

ATTACHMENT A
Question 1 Adopted Regulations

(See 17 Page PDF Document Attached)

ATTACHMENT B
Project Summary & Special Conditions

Project Title and Identification Number: Las Vegas Wash Recreational Trail and Infrastructure Improvements CL-RT-06023

GRANTOR:.....Nevada Division of State Lands
GRANTEE:.....City of Las Vegas
GRANT PROGRAM:.....Question 1

Project Type: Recreational Trails
Question 1 Funding Source: Recreational Trails

Period Covered By This Funding Agreement (Term): January 1, 2007 to December 31, 2010

Proposed Project Cost Sharing Estimates (Match Amount)		
Grantee's (City of Las Vegas') Share of Project Cost	94.02% of Project Cost	\$11,470,000.00
Grantor's (State Lands) Share of Project Cost	5.98% of Project Cost	\$730,000.00
Estimated Total Project Cost		\$12,200,000.00

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 94.02% of the ACTUAL costs** of the project, currently estimated to be \$11,470,000.00.

GRANTOR is responsible for a maximum of 5.98% of the ACTUAL costs of the project, not to exceed \$730,000.00, 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 \$730,000.00.

Project Scope
The purpose of the project is to improve trails along the Las Vegas Wash from Owens Street to Charleston Street in Southeastern Las Vegas. Trail enhancements include the purchase and installation of shade structures, picnic tables, benches, drinking fountains, bike racks, and trash receptacles. Trail construction (2.3 miles) is to be completed with funding provided by the Southern Nevada Public Lands Management Act.

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 project shall be operated and maintained by the GRANTEE for at least 20 (twenty) years after project completion. The GRANTOR may require repayment by the GRANTEE of a pro-rata share of the Funding Agreement amount for any period of time that the project will not perform within design criteria and specifications due to a lack of maintenance.
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 facilities and structures constructed as part of the project including summary report with information requested by the GRANTOR.
5. A request for funds exceeding \$730,000.00 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 \$730,000.00 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 may audit project records or it's designee. All records must be retained a minimum of 6 (six) years (see Attachment F) after the completion of work on the Project. The GRANTOR reserves the right to require that the records be kept for a longer period of time.

9. 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 Street, Suite 5003
Carson City, NV 89701
(775) 684-2747

Grantee: City of Las Vegas
Attn: Connie L. Diso, P.E.
City of Las Vegas
Engineering Planning Department
731 S. Fourth Street
Las Vegas, NV 89101
(702)-229-2142

10. The GRANTOR will be notified immediately of any changes regarding the cost of the project or the scope of work.

11. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

12. To the fullest extent permitted by law, the GRANTEE agree to indemnify, hold harmless and defend the State of Nevada, its officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.

13. The failure of all parties to enforce any provision of the Funding Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Funding Agreement.

14. This Funding Agreement may be modified, amended, and/or the term of the agreement extended if the amendment is made in writing and is signed by all parties.

15. If any provision of this Funding Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Funding Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. 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.

17. The GRANTEE will furnish progress reports and such other information as the GRANTOR may require. At a minimum the GRANTOR will require notification and an opportunity to review project design and construction at the following project milestones:

- Project initiation date after grant award
 - Final design, including report, prior to advertisement* and award of construction contract
 - Completion of 25%, 50%, and 75% of construction
 - Project completion prior to release of contractor
- *Grantor shall be provided 5 working days notice prior to advertisement.

18. The GRANTEE will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

19. The GRANTEE must receive notice to proceed from the GRANTOR prior to advertisement of bids and commencement of construction.

20. The Grantee shall post an appropriate sign at the project site acknowledging the project's funding source(s).

21. The laws of the State of Nevada shall govern this Agreement.

ATTACHMENT C

Scope of Work

Project Name: Las Vegas Wash Recreational Trail and Infrastructure Improvements
Project Number CL-RT-06023

Grantor: Nevada Division of State Lands
Grantee: City of Las Vegas

The purpose of the project is to improve trails along the Las Vegas Wash from Owens Street to Charleston Street in Southeastern Las Vegas. Trail enhancements include the purchase and installation of shade structures, picnic tables, benches, drinking fountains, bike racks, and trash receptacles. Trail construction (2.3 miles) is to be completed with funding provided by the Southern Nevada Public Lands Management Act.

**ATTACHMENT D
 Project Budget**

Project Name: Las Vegas Wash Recreational Trail and Infrastructure Improvements
Project Number: CL-RT-06023

Grantor: Nevada Division of State Lands
Grantee: City of Las Vegas

Las Vegas Wash Infrastructure Improvements

Question 1 Project Budget

Funding Source

Project Task/Item	Question 1 Request	Match, Cash	Match, Inkind	Other Non-Qualifying Costs	Subtotal
Trail Construction		\$11,470,000.00			\$11,470,000.00
<i>Trail Infrastructure Improvements, Purchase and Install:</i>					
Shade Structures, 7	\$358,300.00				\$358,300.00
Picnic Tables, 10	\$33,000.00				\$33,000.00
Benches, 27	\$67,500.00				\$67,500.00
Drinking Fountains, 5, incl Connection Fees	\$25,000.00				\$25,000.00
Main Waterline Connection Fees	\$133,400.00				\$133,400.00
Bike Racks, 7	\$9,800.00				\$9,800.00
Trash Receptacles, 12	\$30,000.00				\$30,000.00
Contingency, 10%	\$73,000.00				\$73,000.00
Subtotal	\$730,000.00	\$11,470,000.00	\$0.00	\$0.00	\$12,200,000.00

Project Task/Item	Question 1 Request	Match, Cash	Match, Inkind	Other Non-Qualifying Costs	Subtotal
Trail Construction		\$11,470,000.00			\$11,470,000.00
<i>Trail Infrastructure Improvements, Purchase and Install:</i>					
Shade Structures, 7	\$358,300.00				\$358,300.00
Picnic Tables, 10	\$33,000.00				\$33,000.00
Benches, 27	\$67,500.00				\$67,500.00
Drinking Fountains, 5, incl Connection Fees	\$25,000.00				\$25,000.00
Main Waterline Connection Fees	\$133,400.00				\$133,400.00
Bike Racks, 7	\$9,800.00				\$9,800.00
Trash Receptacles, 12	\$30,000.00				\$30,000.00
Contingency, 10%	\$73,000.00				\$73,000.00
Subtotal	\$730,000.00	\$11,470,000.00	\$0.00	\$0.00	\$12,200,000.00

Percent of Total, Qualifying Costs: 0
 Total Match Percentage: 94.01639344
 Percentage Total (100?): 100
 Total Match: \$11,470,000.00
Total Q1 Request: \$730,000.00
Total Qualifying Project Cost: \$12,200,000.00

ATTACHMENT E
Operations and Maintenance Plan

Project Name: Las Vegas Wash Recreational Trail and Infrastructure Improvements
Project Number CL-RT-06023

Grantor: Nevada Division of State Lands
Grantee: City of Las Vegas

The approximately 2.3 mile long trail is estimated to cost \$12,000 per year to maintain. Designated trail systems within the City right-of-way will be maintained by the City of Las Vegas. The portion within the Nevada Department of Transportation (NDOT) Charleston Boulevard right-of-way will be maintained by the City pursuant to an encroachment maintenance agreement between the City of Las Vegas and NDOT. The Las Vegas Wash trail and its infrastructure improvements will be maintained for a minimum of twenty (20) years.

ATTACHMENT F

DCNR General Requirements

Project Name: Las Vegas Wash Recreational Trail and Infrastructure Improvements
Project Number CL-RT-06023

Grantor: Nevada Division of State Lands
Grantee: City of Las Vegas

Regarding the eligibility of in-kind services, materials, and equipment offered by the Recipient to meet its match requirement, as well as other matters necessary to administer funding, the parties mutually agree as follows:

Definitions:

Eligible expenses: Expenses that are directly related to the project.

Cash reimbursement: Direct payment to the recipient in cash for eligible expenses incurred after execution of the funding agreement.

Bond Cash on Hand: Bond proceeds held, as unexpended, by the Grantee during any stage of a covered project.

Terms and Conditions:

1. Grantee will bear the full responsibility of properly administering funds allocated under AB 9. This responsibility includes complete and accurate accounting of all funds, both bond and matching; ensuring expenditures and procurement activities are in compliance with the enabling legislation, Generally Accepted Accounting Principles, and all other applicable laws and regulations.
2. This requirement also applies to the Grantee's contractors and their subcontractors. Prevention of project overruns/shortfalls is the responsibility of the Grantee. The Grantor, its Department of Conservation and Natural Resources, and the AB 9 program administered under this agreement will not be obligated to supplement project funds, beyond the approved project budget, due to cost overruns, shortfalls, unforeseen circumstances, or any other reason.
3. Advances may be requested by the Grantee, but the requested advance amount must be based on realistic expenditure projections and must be liquidated within 90 days from receipt. The Administrator retains discretion to grant advances.
4. Cash reimbursements to the Grantee will be by payment to the Recipient for eligible expenses incurred after execution of the Funding Agreement.

5. Advances and cash reimbursements are subject to the following conditions:

- a) If the Grantee requests an advance, the Outlay Report must be submitted on a quarterly basis until all advance amounts are spent;
- b) Requests for reimbursements may not outpace currently available bond proceeds specifically designated for their project(s);
- c) Requests for reimbursements/advance may not exceed the total amount approved (bond share) for the project(s);
- d) Funds will not be disbursed to any entity for the purpose of simply accruing interest; and
- e) Recipient should not commingle AB 9 expenditures/funds with non-AB 9 related expenditures and must separately account for these expenditures and revenue sources.

The above policies for cash management apply to not only the primary recipient of the bond funds, but also their contractors and subcontractors.

Bond Cash on Hand, Excess Balances:

1. Cash on hand, including amounts received as advances, must be spent within 90 days. The DCNR may require repayment of any unspent advance amount at the end of the 90-day period.
2. The above policies for cash management apply to not only the primary recipient of the bond funds, but also their contractors and subcontractors.

Retention and Record Keeping:

1. Grantee agrees to maintain all records relevant to its AB 9 project for which funds were allocated in accordance with NRS chapter 239; additionally, recipient must keep records at least six (6) years from the end of the state fiscal year (July-June) in which each project was completed.
2. If any litigation concerning the project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and
3. Before any files are destroyed, the Grantee must contact the Grantor to obtain and verify final disposition instructions. This requirement also applies to the Recipient's contractors and any subcontractors.
4. Examples of records subject to retention provisions are (list is not intended to be all inclusive): all fiscal/accounting records and reports; all drawings, blueprints, renderings, architect and/or engineering reports, financial estimates, fee schedules, site proposals, photos, maps, copies of easements, copies of building permits, copies of inspections, related correspondence; and all procurement activities, including contractors proposals and rates.

Other:

1. The Grantee may be subject to audit and must allow access to applicable AB 9 records, if so directed by the Grantor. If any audit finding reveals that either an overpayment was made, or ineligible costs were incurred (either match or bond proceeds), the overpayment or the ineligible expense must be repaid to the AB 9 Fund, DCNR, Carson City, Nevada.
2. It is the policy of the Board of Examiners and the DCNR to restrict contractors, as well as all other recipients of public funds, to the same (or less) travel rates and procedures allowed State employees. This requirement also applies to the Grantee's contractors and any subcontractors.

Certain disbursements will not be paid unless agreed to in advance. These include:

1. Secretarial or word processing services (normal, temporary, or overtime);
2. Any other staff charges, such as filing, proofreading, regardless of when incurred;
3. Photocopy expenses of more than 15 cents per page;
4. Photocopy expenses in excess of \$2,000.00 for a single job;
5. Computer time.
6. Equipment purchased for the project.

The State will not reimburse expenses for the following:

1. Local telephone expenses or office supply costs;
2. The costs of first-class travel;
3. Grant administrative costs in excess of 5 percent of the total project cost, and any undocumented administrative costs.