Form 1511-1
(April 2006)

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.
L09AC15526
Priority #9-8, Project LV34

2. AMENDMENT NO.

3.TYPE OF AGREEMENT *(Check one)*
☐ GRANT
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Susan Kaller, Grants Management Officer
Bureau of Land Management – Nevada State Office
1340 Financial Blvd.,
P.O. Box 12000
Reno, NV 89520-0006
Phone: 775-861-6559 Fax: 775-861-6624
Susan_Kaller@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, City Engineer
City of Las Vegas
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-5270 Fax: 702-868-6374
cedelman@lasvegasnevada.gov

6. NAME, ADDRESS & PHONE NO. OF BLM"S PROGRAM OFFICER
Jeff Wilbanks, Program Manager
Bureau of Land Management
Southern Nevada District Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5070 Fax: 702-515-5110
Jeff_Wilbanks@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT"S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
City of Las Vegas
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five years from Block 26

12. TYPE OF RECIPIENT *(Check one)*

☐ STATE
☐ COUNTY
☒ MUNICIPAL
☐ TOWNSHIP
☐ INTERSTATE
☐ INTERMUNICIPAL
☐ SPECIAL DISTRICT
☐ INDEPENDENT SCHOOL DISTRICT
☐ STATE CONTROLLED INST. OF HIGHER LEARNING
☐ PRIVATE UNIVERSITY
☐ INDIAN TRIBE
☐ INDIVIDUAL
☐ PROFIT ORGANIZATION
☐ OTHER
☐ NOT FOR PROFIT ORGANIZATION

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	$2,497,000.00	$0	$0	$2,497,000.00
All Previous Obligations	$0	$0	$0	$0
Total Obligations	$2,497,000.00	$0	$0	$2,497,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
(LLNVS00550) L58560000 XXXC LXSNLV345600 $2,497,000.00

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.235 – Southern Nevada Public Land Management Act

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE
Floyd Lamb Park Trail Amenities- (Priority # 9-8, Project #LV34)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of $2,497,000.00 was approved by the Secretary of the Interior on August 16, 2008. The Floyd Lamb Park Trail Amenities project will be constructed in concert with the Clark County Regional Flood Control District (CCRFCD) projects. The CCRFCD is currently funding the design and construction of the two environmental enhancement areas (EEAs) located within Floyd Lamb Park which includes a total of approximately 4.3 miles of trails. The two EEAs will be identified in the project nomination as the Brent EEA and the Tule EEA. The City of Las Vegas is requesting SNPLMA funds for the amenities of these trails to include pedestrian bridges, irrigation, landscape, and site furnishings such as picnic tables, benches, shade structures and kiosks.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21.NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
OSCAR B. Goodman: Edelman
~~Cheri Edelman, City Engineer~~ Mayor Chari

22.RECEPIENT
BY [signature]
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED
2/3/10

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER
Susan Kaller, Grants Management Officer

25.UNITED STATES OF AMERICA
BY Susan Kaller
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED
02/16/10

Approved as to form
John S. Ridilla 11/14/10
John S. Ridilla Date
Deputy City Attorney

Attest: By [signature]
BEVERLY K. BRIDGES, MMC, City Clerk

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM); Nevada State Office for the Southern Nevada District Office, and City of Las Vegas, Nevada to implement the Floyd Lamb Park Trail Amenities project. The Floyd Lamb Park Trail Amenities project will be constructed in concert with the the Clark County Regional Flood Control District (CCRFCD) projects. The CCRFCD is currently funding the design and construction of the two environmental enhancement areas (EEAs) located within Floyd Lamb Park which includes a total of approximately 4.3 miles of trails. The two EEAs will be identified in the project nomination as the Brent EEA and the Tule EEA. The City of Las Vegas is requesting SNPLMA funds for the amenities of these trails to include pedestrian bridges, irrigation, landscape, and site furnishings such as picnic tables, benches, shade structures and kiosks.

B. Objective. Cooperation between the BLM and the City of Las Vegas in order to facilitate the implementation of the Floyd Lamb Park Trail Amenities project as detailed in Section 20 on page one of this Agreement and in the nomination package approved by the Secretary of the Interior.

C. Authority. The basis for this Agreement is to support or stimulate the public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282.
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108.
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424.
4. White Pine County Conservation, Recreation and Development Act of 2006, PL 109-432.

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and the City of Las Vegas to work for a common purpose and the following benefits:

1. This Agreement provides the benefit for the City of Las Vegas to enter into a cooperative relationship for the purpose of developing parks, trails and natural areas in the City of Las Vegas, Nevada.
2. Additionally, this Agreement benefits the public by facilitating the Floyd Lamb Park Trail Amenities project.
3. The BLM receives benefit through improvement of public lands through the cooperative relationship.

II. Definitions

A. Agreement: This grant or cooperative agreement. The term grant is defined as all federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. Authorized Representative: The Authorized Representative is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas, Nevada: The entity in receipt of the federal financial assistance.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html. 43 CFR Part 12, Subpart C, referred to in this Agreement, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statues (NRS): On-line at: http://www.leg.state.nv.us/NRS-041.html#NRS041Sec010.

J. Not-to-Exceed (NTE) Amount: The maximum amount of federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln, and White Pine Counties Nevada, pursuant to a cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by federal agencies, in coordination with state and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.blm.gov/snplma/.html.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

A. Recipient's submitted documents as incorporated by reference: Project Proposal entitled "City of Las Vegas – Floyd Lamb Park Trail Amenities", as approved by the Secretary of the Interior on August 16, 2008; SF 424, Application for Federal Assistance; SF 424C, Budget Information – Construction Programs; SF 424D, Assurances-Construction Programs; DI-2010, Certifications; and the Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates.

B. The recipient agrees to:

1. Accomplish the stated objectives of the above-named project, as approved by the Secretary of the Interior, or as otherwise modified.

2. Adhere to the policies and procedures provided in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263), as amended.

3. Furnish qualified personnel who will coordinate, oversee, and conduct tasks to accomplish the objectives of the subject project. Provide supervision for the project and be responsible for all technical aspects of project development, implementation, scheduling, safety, coordination, etc.

4. Ensure any necessary permits or environmental clearances are obtained if required by the project.

C. The BLM agrees to:

1. Respond to questions regarding the nomination process.

2. Provide guidance regarding SNPLMA policies and procedures.

3. Facilitate processing of obligation of funds; coordinating the processing of modifications to this agreement; carrying out project inspections, as appropriate, to confirm project progress; and reviewing reimbursements requests in a timely manner.

4. Facilitate payments to the recipient in accordance with Section VII, Payments, of this Agreement and applicable Office of Management and Budget and Treasury Regulations.

5. Adhere to the policies and procedures provided in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263), as amended.

IV. Terms of Agreement

A. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.-paragraph B of this Agreement.

The BLM will consider continued funding during the term of the agreement for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. A request to extend the project end date shall be requested by the recipient and submitted to the Southern Nevada District Office, SNPLMA Division at least 45 days prior to the project end. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining, and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the effective SNPLMA Implementation Agreement.

C. A request for an extension that is received by the Southern Nevada District Office, SNPLMA Division Program Officer after the expiration date will not be honored.

D. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR Part 12, Subpart C, Section 12.83; Enforcement of 43 CFR 12, Subpart C, Section 12.84; Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the funds that are not expended within the fiscal year can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

B. Maximum Obligations. The total obligation that is identified in Block 13 of page 1 of the original agreement, or as otherwise modified, establishes the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of federal funds above the NTE amount.

C. Cost Sharing. Cost sharing shall be in accordance with 43 CFR Part 12, Subpart C, Section 12.64; Matching and Cost Sharing.

D. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR Part 12, Subpart C, Section 12.65; Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

1. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.

2. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System

1. Payments under this Agreement will be made by the United States Department of Treasury FMS ASAP System. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in either of the following ways:

a. Recipients already participating with another federal agency should only complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form.

b. Recipients not currently enrolled in the ASAP system should complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this Agreement. The first nine characters will be the agreement number, reference block 8A of agreement cover page; the remaining three characters will identify BLM funding line items.

4. Amounts of drawdown in the ASAP system will be made only in amounts necessary to meet current quarterly disbursement needs once all required documentation is submitted to the BLM SNPLMA Program Officer, the amount budgeted in the quarterly update will be made available in ASAP by the National Business Center and Treasury.

a. Funding will be available for drawdown beginning the first business day of each quarter (or as close to January 1, April 1, and July 1, as possible), with the exception of the first quarter of the fiscal year. Because the BLM's financial systems are unavailable at the start of the fiscal year while BLM completes "closeout" of the prior fiscal year, transfers to local and regional governments for the first quarter will be made after October 1, and no later than October 31. Entities may only drawdown funding that is required to meet the project's immediate need for the budgeted quarter. Instructions on the processing of drawdowns can be found at http://www.fms.treas.gov/asap/index.html.

b. Amounts for drawdown will be made available at an increment no more frequent than quarterly. Drawdowns may occur as frequently as needed within the subject quarter; however, not to exceed the budgeted amount. Funds available for drawdown should be expended by the end of the quarter in which the amount was budgeted. When not expended, the following quarterly report should detail the circumstances that have caused those funds to remain unexpended. At the end of the quarter, entities will reconcile any over-expenditure or under-expenditure with the next quarterly update.

c. As payments are requested through the ASAP system, requestors shall set the payment date to be two business days from the submission/request date, (e.g. submission/request date is *Friday, June 12, 2009*, payment date shall be set for *Tuesday June 16, 2009*).

Following submission, a .pdf of the ASAP transaction summary shall be emailed to John Vest John_Vest@blm.gov and Gary Thompson gary_thompson@blm.gov at the BLM Business Services Division at the National Operations Center; and the Program Officer, SNPLMA Division, Jeff Wilbanks, Jeff_Wilbanks@blm.gov., and the Assistant District Manager, SNPLMA Division, Steve Tryon, Steve_Tryon@blm.gov. Entities without the ability to create a .pdf of the transaction summary shall email the specifics of the drawdown via standard text email. Failure to provide sufficient notice of the pending transaction may result on the entity being placed on ASAP Agency Review.

d. *Once funding is available for drawdown, the amounts shall only be allocated to those projects for which the drawdown was budgeted.*

e. Purchase funds for land acquisition projects will not be made available for drawdown until BLM verifies that all required acquisition processes as documented in the Implementation Agreement are complete. The implementing entity will be responsible for coordination with BLM throughout the acquisition process.

B. Project Closeout: In addition to the items required for Reporting Requirements, see section VIII below, the following shall also be submitted to close-out the project.

1. Closeout Letter signed by the Authorized Representative confirming that the subject project has been completed within the context of the secretarially approved project and the SNPLMA Implementation Agreement. This letter should also detail any unexpended amounts, which are to be de-obligated by the Grant Management Officer.

2. Enity Final Inspection/Acceptance Report.

3. Contractor and, if appropriate Subcontractor, notice of completion and release of claim.

4. Final SF-269A Financial Status Report.

5. Final Project Cost Tracking Worksheet.

6. A copy of project's final report or a summary of outcomes.

Prior to project closeout a SNPLMA Program Officer or Project Specialist will perform a final site inspection or project review meeting with designated entity staff.

C. Upon closeout, any remaining funds not expended will be de-obligated bilaterally by the GMO and the Authorized Representative.

VIII. <u>Reporting Requirements</u>

A. Annual Project Plan and Budget

All projects are required to submit an Annual Project Plan (APP), which will be submitted to the SNPLMA Division 15 days prior to the beginning of the new fiscal year that starts October 1. An APP will include the following, which will be consolidated into formatted electronic spreadsheets:

1. Deliverables: Anticipated project accomplishments and milestones for the fiscal year. Quarterly accomplishments will be reported against these deliverables.

2. Annual Quarterly Budget: Projection of quarterly funding needs for the fiscal year.

3. Quarterly Budget: Detail the funding needed for the first quarter of the fiscal year. This will generally be the same as the first quarter of the Annual Quarterly Budget Projection.

4. Project Cost Tracking Worksheet: This worksheet tracks costs incurred on the project over its lifecycle, categorized by expenditure activity (e.g. planning/engineering/design, construction/implementation, direct labor, other necessary costs, etc.). The intent of this form is to demonstrate how project funding is allocated over the project's life.

5. Cover letter, signed by an Authorized Representative, which certifies the following:

a. The amount, in total and per project, being requested for drawdown in the following quarter.

b. Project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.

B. Quarterly Status Report

1. On the 15th of the month, prior to the beginning of the next quarter, the recipient will submit an updated spreadsheet reporting progress on those deliverables detailed in the Annual Project Plan. This update will also allow the recipients the opportunity to revise their quarterly budget request if different from what was projected in the APP. This form will also detail amounts to be requested for reimbursement in the subject quarter. This quarterly update must be submitted for BLM to authorize the next quarterly drawdown.

2. The quarterly status report will include the following:

a. Quarterly Budget: details the amount needed for the next quarter.

b. Quarterly Project Status Report detailing the progress on those deliverables identified in the annual project plan.

c. Project/cost tracking worksheet detailing costs from the previous quarter.

d. SF-269A Financial Status Report.

e. Cover letter, signed by an Authorized Representative that certifies the following:

i. The amount, in total and per project, being requested for drawdown in the following quarter.

ii. Project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.

C. The Southern Nevada District Office, SNPLMA Division and the GMO will review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and will assess whether performance or financial management problems exist. Before submitting Financial Status Reports (FSRs) to the Southern Nevada District Office, SNPLMA Division, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The Authorized Representative signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the federal financial assistance. Such non-compliance can result in withholding of future payments, suspension, or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future federal financial assistance.

IX. Other Requirements

A. Entities will notify BLM and schedule a consultation meeting with the SNPLMA Program Officer prior to finalization of conceptual design documents and prior to sending construction plans to bid for an implementation contract. During this consultation meeting, BLM will verify the projects compliance with the context of the approved project. BLM may also periodically perform site visits to verify that "on the ground" progress is consistent with that reported in Quarterly Status Reports.

B. Costs that are determined to be unallowable after disbursement will be deducted from the next quarterly drawdown budget. The recipient will be notified of the discrepancy and may be placed on ASAP Agency Review. In addition, when a project is completed or terminated, any excess funds, which were drawn down by the recipient, shall be returned to the SNPLMA Special Account.

C. Any materials developed for public planning documents or public scoping meetings must include the following conspicuously placed disclosure, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

D. Project sites must include conspicuously placed signage, which states, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

X. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71; Real Property, Section 12.72; Equipment, Section 12.73; Supplies, and Section 12.74; Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

XI. Key Officials

The individuals listed below are considered to be 'key officials' essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO.

Bureau of Land Management
Grants Management Officer

Name	Susan Kaller
Title	Grants Management Officer
Entity	BLM Nevada State Office
Address	1340 Financial Blvd.
City State Zip	Reno, NV 89520
Phone	775-861-6559
Fax	775-861-6634
Email	Susan_kaller@.blm.gov

Recipient Contact Information
Authorized Representative

Name	Cheri Edelman
Title	City Engineer
Entity	City of Las Vegas Public Works Department
Address	420 North 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-5270
Fax	702-868-6374
Email	

Program Officer

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@.blm.gov

Program Manager

Name	Connie L. Disco
Title	Project Engineer
Entity	Department of Public Works
Address	731 South Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-299-2142
Fax	702-382-8551
Email	cdisc@lasvegasnevada.gov

Project Specialist

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@blm.gov

Administrative Contact

Name	
Title	
Entity	
Address	
City State Zip	
Phone	
Fax	
Email:	

ASAP Contact Information

Name	ASAP
Address	P.O. Box 24700 Oakland, CA 94623-1700
Phone	(510) 594-7182
Fax	(202) 874-6965.
Web-Site	http://www.fms.treas.gov/asap/

Billing Contact

Name	
Title	
Entity	
Address	
Phone	
Fax	
Email	

XII. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70; Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66; Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XIII. Standard Award Terms and Conditions

A. Acceptance of a federal financial assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110

Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award, which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs, or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82; Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT