

1 **COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT**

2 This Agreement is made and entered into between the State of Nevada, acting by and
3 through the State Historic Preservation Office, hereinafter referred to as "STATE" and **CITY OF**
4 **LAS VEGAS**, Hereinafter referred to as "APPLICANT". This Agreement is entered into pursuant
5 to the authority contained in NRS 233C.200.

6 Affixed to and made a part hereof are the following attachments.

7 /X/ ATTACHMENT A – Scope of Work/Budget

8 // ATTACHMENT B – Covenants

9 // ATTACHMENT C – Assurances

10 WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of
11 **\$14,882.39** to assist in the **REHABILITATION OF HISTORIC DOWNTOWN**
12 **POSTOFFICE**. NOW, THEREFORE, the APPLICANT in undertaking this project agrees to:

- 13 1. Duly and faithfully comply with the terms and conditions of this Agreement, all
14 applicable federal and State laws.
- 15 2. At all times during regular business hours or at an agreed to time and as often as the
16 STATE requires, permit authorized representatives of the STATE full and free access to
17 the project and to the accounts, records, and books of the APPLICANT relative hereto,
18 including the right to make transcripts from such accounts, records, and books. Such
19 accounts, records, and books must be retained for three (3) years after the completion of
20 the project.
- 21 3. Indemnify and save and hold the State of Nevada, its agents and employees harmless
22 from any and all claims, causes of action or liability arising from the performance of this
23 Agreement, subject to NRS Chapter 41.
- 24 4. Provide the STATE with progress reports in a format prescribed by the STATE during

1 the term of the grant to be submitted on 11/1/10 and during the term of this Agreement
2 and any amendments thereto. A final completion report shall be submitted by the
3 APPLICANT in a format prescribed by the STATE by 2/15/11.

4 5. Maintain:

5 a. An accurate record of all expenditures related to the project. Records must be
6 supported by source documentation. Audits may be required by the STATE. Such
7 audits shall be at the expense of the applicant and are considered an allowable
8 project cost.

9 b. A special account for the project so that an exact itemization of project
10 expenditures can be submitted by check number along with copies of canceled
11 checks and itemized invoices.

12 c. A comparison of actual expenditures with budgeted amounts submitted to the
13 STATE for this Agreement.

14 6. Notify the STATE immediately in writing of problems or changes in scope of work,
15 budget, product, and performance reporting. No changes can be made without prior
16 written approval from the STATE.

17 7. Following the notification of the grant award and before work begins, the APPLICANT
18 will attend a project conference held by the STATE. It is the responsibility of the
19 APPLICANT to coordinate the conference date and time.

20 THEREFORE, the parties to this Agreement acknowledge and will comply with the
21 following general terms:

22 1. Payment of the grant shall be made upon compliance with the terms of this Agreement
23 which include:
24

- a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
 - b. Submission of satisfactory progress reports as referred to above.
 - c. Submission of Requests for Reimbursement should be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accompany all requests for reimbursements.
 - d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.
 - e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f. Any progress payments by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs."

- 1 3. Continuation of this grant is subject to and contingent upon sufficient funds being
2 appropriated, budgeted, and otherwise made available by the State Legislature and/or
3 federal sources. Reservation of funds based upon budget reductions is included herein.
4 The STATE may reduce or terminate this grant, and the grantee waives any and all
5 claims(s) for damages, effective immediately upon receipt of written notice (or any date
6 specified therein) if, for any reason, the granting agency's funding from State and/or
7 federal sources is not appropriated or is withdrawn, limited, or impaired.
- 8 4. The STATE or the Applicant may terminate this Agreement in whole, or in part, when
9 both parties agree that the continuation of the project will not produce beneficial results
10 commensurate with the further expenditure of funds. The two parties must both agree
11 in writing upon the termination condition, including the effective date, and in the case
12 of partial termination, the portion to be terminated.
- 13 5. If the APPLICANT fails to comply with any of the terms of this Agreement, the
14 STATE shall have the right to cancel this Agreement without the consent of the
15 APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause
16 the APPLICANT to cure said violations or to obtain the return of funds granted to the
17 APPLICANT by the STATE. Such suit may be brought in the District Court of the
18 county in which the property is located.
- 19 6. The commencement date for all work to be performed under this Agreement is 9/01/10.
20 The termination or end date is 12/31/10. No work performed at any time other than
21 described in this paragraph shall be considered as an eligible activity for reimbursement
22 purposes. All requests for reimbursement must be submitted to the STATE no later
23 than 1/31/11. Requests that have not been received at the office of the STATE by this
24 date shall not be paid pursuant to this funding Agreement.

- 1 7. This funding Agreement shall be construed and interpreted according to the laws of the
2 State of Nevada.
- 3 8. All work conducted by the APPLICANT shall be assessed by the staff of the
4 Commission for Cultural Affairs for adequacy of performance. If work does not meet
5 the terms of this Agreement, the APPLICANT shall remedy the work even if that
6 requires the expenditure of funds other than those contributed to the project by the
7 Commission for Cultural Affairs.
- 8 9. The APPLICANT agrees to revert to the STATE all funds contributed to the project by
9 the Commission for Cultural Affairs if the terms of this Agreement are not met by the
10 APPLICANT or if the APPLICANT violates any section of NRS.
- 11 10. Under the terms of this Agreement, the APPLICANT warrants that it shall not
12 discriminate nor allow discrimination against any employee based on race, color,
13 religion, ancestry, gender, national origin or disability. The APPLICANT shall permit
14 the STATE access to its records of employment, advertisements and other pertinent data
15 relative to this provision.

16 IN WITNESS WHEREOF, the parties hereto have caused this 2008 Commission for
17 Cultural Affairs (CCA) Funding Agreement to be signed and intend to be legally bound thereby
18 entered into this _____ day of _____, 2010.

19
20 **APPLICANT-CITY OF LAS VEGAS**

ATTEST:

21 By: _____

22 Name (print): Oscar B. Goodman

23 Title (print): Mayor

24 Date (print): _____

Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM

T. Ponticello 9/23/10
Tereita L. Ponticello Date
Chief Deputy City Attorney

1 | **STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE**

2 | By: _____

3 | Ronald M. James, State Historic Preservation Officer

4 | Date (*print*): _____

5 | **REVIEWED AS TO FORM ONLY:**

6 | Catherine Cortez Masto, Attorney General

7 | By: _____

8 | Deputy Attorney General

_____ Date

**ATTACHMENT A-1
SCOPE OF WORK**

Project Scope: **REHABILITATION OF THE FEDERAL BLDG.-US POST OFFICE USING
COMMISSION FOR CULTURAL AFFAIRS (CCA) FUNDS (CCA-08-27)**

This project will support exhibit space including the Following:

- Exhibit Space Preparation Work

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.
2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.
3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.
4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.
5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.
6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

BUDGET		
Participant:	City of Las Vegas	
Project Title:	Rehabilitation of the Federal Building U.S. Post Office	
Termination Date:	12/31/2010	
CCA Grant No.:	CCA 08-27	
Budget Items:		
	Exhibit space preparation work	\$ 14,882.39
	Total CCA Budget Amount	\$ 14,882.39
	Total Non-CCA Budget Amount	\$ -
	Total Project Budget	\$ 14,882.39
	Total CCA Award	\$ 14,882.39

ATTACHMENT A-2 BUDGET		
Participant:	City of Las Vegas	
Project Title:	Rehabilitation of the Federal Building U.S. Post Office	
Termination Date:	12/31/2010	
CCA Grant No.:	CCA 08-27	
Budget Items:	Exhibit space preparation work	\$ 14,882.39
	Total CCA Budget Amount	\$ 14,882.39
	Total Non-CCA Budget Amount	\$ -
	Total Project Budget	\$ 14,882.39
	Total CCA Award	\$ 14,882.39