

REGION 8
PARTNERS FOR FISH AND WILDLIFE (Partners)
COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE (Service)
and
RED ROCK AUDUBON SOCIETY

FWS Agreement No.: 84320AJ516
Charge Code: 84320-1121-8GEN
Amount Obligated: \$10,000
CFDA No.: 15.631
Cooperator TAX ID#: 88-0154994
Agreement Expiration Date: 8/15/2015

I. TYPE OF AGREEMENT:

☒ PARTNERS Cooperative Agreement

II. TYPE OF ORGANIZATION

☐ State, Local or Indian Gov.
☒ Non-Profit Organization
☐ Higher Education Inst.
☐ Private Individual
☐ Business Organization

III. PARTICIPANTS:

Service Office

Name: Nevada Fish and Wildlife Office
Address: 4701 N. Torrey Pines Blvd
City/State/Zip: Las Vegas, Nevada, 89130
Phone: 702-515-5230

Cooperator Organization

Name: Red Rock Audubon Society
Address: PO Box 96691
City/State/Zip: Las Vegas, Nevada, 89193
Phone: 702-390-9890

IV. PROJECT OFFICERS:

Partners Project Officer

Name: Christiana Manville
Phone: 702-515-5240
Email: Christiana_manville@fws.gov

Cooperator Project Officer

Name: Robert Wilkin
Phone: 702-210-1644
Email: rjwilkin@cox.net

V. PURPOSE/OBJECTIVE:

The purpose of this agreement is to support cooperative efforts which are intended to offset the loss and alteration of important habitats. The objective is to improve habitat values for fish and wildlife, both in quantity and quality, through restoration, enhancement, creation, and management activities.

Habitat restoration work completed through this agreement will benefit the people of the United

States by restoring and protecting public trust resources, (i.e. including migratory birds and federally threatened and endangered species).

The Cooperator will, in cooperation with the Service, other agencies, and private landowners, restore and improve fish and wildlife habitat in Clark County. The Cooperator and the Service have identified an intended restoration project. A project description and budget is included in Exhibit A. If unanticipated circumstances prevent completion of the project or result in remaining funds, the parties would work together as explained in Section XV Modification Procedures, to develop activities that accomplish the purpose of this agreement and are within the scope of work.

VI. BACKGROUND:

This funding opportunity has been advertised on Grants.gov under program announcement number "PARTNERS-10" and the Standard Forms (SF) 424 and 424B have been received from the Cooperator. Through their experience and expertise in restoring habitats for Federal trust species, the Cooperator is uniquely qualified to accomplish habitat restoration activities supported by this agreement.

VII. AUTHORITY:

This Cooperative Agreement between the Service and Red Rock Audubon Society is entered into under the authority of section 1 of the Fish and Wildlife Coordination Act (48 State/401 as amended; 16 U.S.C. 661 et seq.) and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

VIII. FUNDING INFORMATION:

The Service will provide \$10,000 for the work identified in the attached project work plan and budget for the enhancement of burrowing owl habitat. The Cooperator will provide in-kind services that are worth approximately \$10,488.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

IX. PERIOD OF PERFORMANCE:

This agreement will become effective upon the date of the last signature and will expire on August, 15, 2015.

X. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The Service shall:

1. Work with the Cooperator to carry out this agreement to participate in fish and wildlife habitat improvement activities to be conducted on private lands that are mutually beneficial to the Service and the landowner.
2. Provide \$10,000 of Partners for Fish and Wildlife Program funds in the manner put forth in the section above titled "Funding Information."
3. Provide technical assistance as needed to the Cooperator regarding project design, fish and wildlife biological needs, establishment and management of native riparian and other plant communities.
4. Assist in achieving compliance with the Federal Endangered Species Act, Clean Water Act, National Historic Preservation Act, and other Federal regulations.
5. A Landowner Agreement, in the format incorporated herein under Section XVII. Related Attachments, Exhibit C, must be filled out for each landowner. Each shall be in effect for no less than 10 years and shall be executed prior to commencement of project implementation. The Partners Project Officer shall coordinate with the Cooperator to facilitate execution of these agreements.

B. The Cooperator shall:

1. Work cooperatively with the Service to carry out this agreement to participate in fish and wildlife habitat restoration activities to be conducted on private lands that are approved by the Service.
2. Receive \$10,000 of Partners for Fish and Wildlife Program funds in the manner put forth in the section above titled "Funding Information."
3. Work with the Service to represent participating landowners in overseeing the design, implementation, payment to contractors, and any other activity needed to assure the completion of habitat restoration projects funded through this agreement.
4. Agree to provide to the Service, its agents, or assignees the right to enter the project area at reasonable times for fish and wildlife habitat development and management purposes and to inspect completed work subject to notification of, and accompanied by, the Cooperator.

XI. REPORTING REQUIREMENTS:

- A. Annual progress will be documented at the end of each Fiscal Year by the Partners Project Officer (i.e. a summary of significant activities and results for the year). The Cooperator will submit an annual financial report of federal expenditures and unobligated balances on a Federal Financial Report form (SF 425) due September 30th of each year, with the first one due on September 30, 2011.

- B. Final Federal Financial and Project Reports: The Cooperator will submit a final financial report within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The Cooperator shall submit a final financial report on a Federal Financial Report (SF 425). The Cooperator shall account for any real and personal property acquired with Federal funds or received from the Federal Government.
- C. All reports shall be submitted to the Partners Project Officer (identified on Page 1).

XII. INVOICING/ACCEPTANCE PROCEDURES:

Cooperators not currently receiving electronic funds are responsible for completing a SF 3881 (ACH) and forwarding it to the Partners Project Officer. The ACH form is available from the Partners Project Officer or can be found on the OMB website (<http://www.omb.gov>).

The Cooperator may submit requests for payment using SF 270 (Request for Advance or Reimbursement), or comparable invoicing format, no more frequently than monthly. Requests for payment shall be submitted to the Partners Project Officer.

Should the Cooperator be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs, shall be addressed according to the following cost principle(s):

1. OMB Circular A-133 (Single Audit Compliance)
2. OMB Circular A-122 (Cost Principles for Nonprofit Organizations)

This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Cooperator that are not expended at the completion of the period of performance of this agreement shall be returned to the Partners Project Officer, along with any interest earned on that amount.

XIII. APPLICABLE REGULATIONS:

- A. The Cooperator has submitted assurances as listed on SF 424B. In addition, the Cooperator certifies compliance with the following applicable regulations incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Cooperator to comply with any provision may be the basis for withholding payments for proper charges made by the Cooperator and for termination of support.
1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C. Not applicable.
 2. 2 C.F.R. Part 215 (formerly OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F.

3. 2 C.F.R. Part 220 (formerly OMB Circular A-21), Cost Principles for Educational Institutions. Not applicable.
4. 2 C.F.R. Part 225 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments. Not applicable.
5. 2 C.F.R. Part 230 (formerly OMB Circular A-122), Cost Principles for Non-Profit Organizations.
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of these documents are available at: www.doi.gov/pam/pamfaeg.html or <http://www.whitehouse.gov/OMB/circulars/index.html>

- B. Small Business Policy: Reference 505 DM 3.5 C(1)(a) It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all Cooperators of its grants and cooperative agreements to take affirmative steps to ensure such fairness.
1. The Cooperator and Subcontractor(s) shall take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that such businesses and enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIV. TERMINATION

This agreement may be terminated by any party following 30 days written notification to other party(ies).

XV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Cooperator's risk, without expectation of reimbursement.

Any future deviations from the procedures or objectives specified in the Cooperator's proposal must be presented to and approved by the Service for specific approval before implementation.

XVI. SPECIAL PROVISIONS:

Seat Belt Policies and Programs: Cooperators in cooperative agreements and/or their sub-contractors 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.

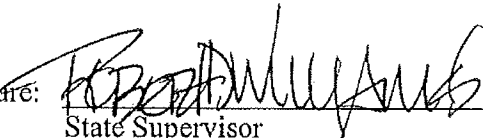
Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," Cooperators in cooperative agreements and/or their sub-contractors are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVII. RELATED ATTACHMENTS:

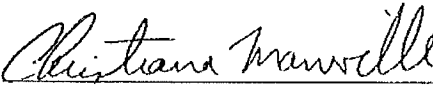
- Exhibit A: Project Work Plan and Budget
- Exhibit B: Signed SF 424
- Exhibit C: Landowner agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

FOR THE U.S. FISH AND WILDLIFE SERVICE:

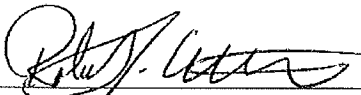
By: Signature: 
Title: State Supervisor

Date: 8/10/10

By: Signature: 
Title: Partners Project Officer

Date: 8/12/10

FOR THE COOPERATOR:

By: Signature: 
Title: President, Red Rock Audubon Society

Date: 8/12/10

CONTRACT SUFFICIENCY REVIEW:

By: Signature: 
Service Contracting Officer FWS #1571

Date: 8/12/10

EXHIBIT A PROJECT WORK PLAN AND BUDGET

PROJECT DESCRIPTION

The western burrowing owl (*Athene cunicularia hypugaea*) considered a National Bird of Conservation Concern by the U.S. Fish and Wildlife Service (Service) is threatened by habitat loss and destruction of burrows due to human disturbance and land conversions for agricultural and urban development. The Nevada Partners in Flight Bird Conservation Plan classifies the burrowing owl as a priority bird species and recommends several actions to protect and maintain burrow habitats, including increasing the number of owl nest sites by constructing artificial burrows.

The City of Las Vegas' Floyd Lamb Park (Figure 1) supports a cluster of breeding burrowing owls. In 2009, there were seven known nesting pairs, five in the south end of the park and two in the west side of the park. The City of Las Vegas and the Regional Flood Control District installed artificial owl burrows in 2007 to compensate for the future loss of the five nest burrows in the south end of the park where an 80-acre below grade environmental enhancement area will be built during 2010 to 2012 (Figure 2). This area will contain hiking trails and serve as a storm water detention basin. Fourteen artificial burrows were installed in five clusters west of the environmental enhancement area in November 2007. Monitoring by the Service indicated that by 2008 owls had started to use the artificial burrows, with one pair nesting in an artificial burrow and successfully raising one young to the fledgling stage in 2009.

In 2008 and 2009, the Red Rock Audubon Society (RRAS) partnered with the Service to monitor burrowing owl nest burrows in the Las Vegas Valley. The study found that owls at Floyd Lamb Park had a lower reproductive rate than the average owl in the Valley. At Floyd Lamb Park, owl monitors observed a high level of human disturbance which may have contributed to the lower reproductive rate.

The City and RRAS want to partner with the Service to enhance burrowing owl habitat at Floyd Lamb Park. Owl habitat will be enhanced by protecting three existing artificial burrows, installing ten new artificial burrows, surveying additional areas in the park for owl burrows, and educating park visitors about burrowing owls and the threats to this species and its ecosystem. A cluster of three existing artificial burrows, called Burrow 302, is located at the end of a linear mound composed of eroding Pleistocene lake sediments (Figure 3). This area receives high motorcycle and mountain bike use as these riders play on the mound. This project will place rock boulders around Burrow 302 to protect the artificial burrow openings from vehicles. Approximately 10 large boulders will be placed around each opening.

The second part of the projects includes installing 10 new artificial burrows. Four burrows will be installed in November 2010 in the west area of the park (Figure 3) near the edge of cliffs

composed of eroding Pleistocene lake sediments. Six will be installed around the environmental enhancement area once work is complete in 2012 (Figure 3). The exact location of these burrows will be coordinated with and approved by the City of Las Vegas in order to limit impacts to infrastructure. The Service will work with RRAS and the National Association for Interpretation (NAI) to install the artificial burrows. NAI is hosting their national meeting in Las Vegas, and have scheduled a volunteer work day at the park on November 19, 2010, to install four artificial burrows. Up to 40 volunteers from all over the country may be present to assist. RRAS in coordination with the Service will monitor the artificial burrows for the three owl breeding seasons following burrow installation.

The third part of the project involves surveying the western part of the Park for burrowing owl burrows (Figure 3). This area is composed of eroding Pleistocene lake sediments like the south end of the park, and has not been surveyed before. The Service will conduct this survey on November 19, 2010 with assistance from the NAI volunteers.

The last component of the project involves educating park visitors about burrowing owls. Environmental education is a key component of burrow protection, as much of the disturbance around owl burrows is caused by recreational activities. RRAS currently leads bird walks several times a year around the Park. RRAS will start to lead bird walks tailored to burrowing owls, teaching participants bird viewing etiquette and talking about burrowing owl biology, the threats to this species and how these can be minimized, and artificial burrows. The City will support these walks and incorporate them into their interpretative program. The City will work with the Service supporting educational activities. The Service will adhere to all applicable protocol and fees when requesting access to the Park. The Service has environmental education specialists located at the nearby Desert National Wildlife Refuge Complex that will develop interpretative owl signs for the Park. RRAS will work with the Service to conduct outreach activities with nearby schools to teach children about burrowing owls and will be available to educate groups of schoolchildren visiting the Park.

///
///
///
///
///
///
///
///
///
///
///
///

///

BUDGET

Item	Cost	Total
Installation of boulders around 3 artificial burrows		
Rock boulders	10 boulders/burrow X 2,500 lbs/rock X 3 burrows = 75,000 lbs ÷ 2,000 lbs/ton = 37.5 tons ÷ 22 tons/load = 2 loads X \$1,300/load	2,600.00
Equipment Rental – backhoe	\$300/day X 3 days	900.00
Equipment Rental – front loader	\$300/day X 3 days	900.00
Equipment operator	\$35/hr X 8 hr/day X 3 days X 2 operators	1,680.00
	Sub-total	6,080.00
Installation of 10 artificial burrows		
Materials	\$218/burrow X 10 burrows	2,180.00
Rental backhoe	\$300/day X 3 days	900.00
Equipment operator	\$35/hr X 8 hr/day X 3 days	840.00
General labor	\$20.85/hr* X 8 hr/day X 3 days X 3 people	1,501.20
Monitoring of owl burrows	\$20.85/hr* X 1.5 hr/week X 20 weeks X 4 people X 3 years	7,506.00
	Sub-total	12,927.20
Owl Surveys	\$20.85/hr* X 3 hr X 20 people	1,251.00
Owl Outreach		
Owl Nature walks	\$20.85/hr* X 5 hr X 3 times/year	312.75
Design of interpretative owl signs	\$87/hr X 20 hr	1,740.00
Development and instruction of owl school program	\$20.85/hr* X 80 hr	1,668.00
	Sub-total	3,720.75
Project Total		23,978.95

*2009 estimate for the value of a volunteer hour (http://www.independentsector.org/volunteer_time)

CONTRIBUTIONS

Contributor	Item	Cost
Partners For Fish and Wildlife – cash contribution	Rock boulders	2,600.00
	Boulder Installation - backhoe rental	900.00
	Boulder Installation - front loader rental	900.00
	Boulder Installation - equipment operator	1,680.00
	Artificial burrow installation - materials	2,180.00
	Artificial burrow installation - backhoe rental	900.00
	Artificial burrow Installation - equipment operator	840.00
	Sub-total	10,000.00
RRAS – in-kind labor		
	Artificial burrow installation - general labor	1,000.80
	Monitoring of owl burrows	7,506.00
	Owl Nature walks	312.75
	Development and instruction of owl school program	1,668.00
	Sub-total	10,487.55
NAI – in-kind labor		
	Artificial burrow installation - general labor	500.40
	Owl surveys	1,251.00
	Sub-total	1,751.40
Desert National Wildlife Refuge Complex – in-kind labor		
	Design of interpretative owl signs	1,740.00
	Sub-total	1,740.00
Project Total		23,978.95

The estimated final cost of the project is **\$23,978.95**. The Service will cost share up to \$10,000 to be reimbursed to Red Rock Audubon Society upon completion of work and presentation to the Service of itemized bills and/or documentation of other expenses.

Note: The total Service's and Cooperator's cost-share must remain the same; however, funding may be redistributed between practices upon prior written approval by the Partners Project Officer and within scope of work.

Figure 2. Location of Owl Burrows in Floyd Lamb Park

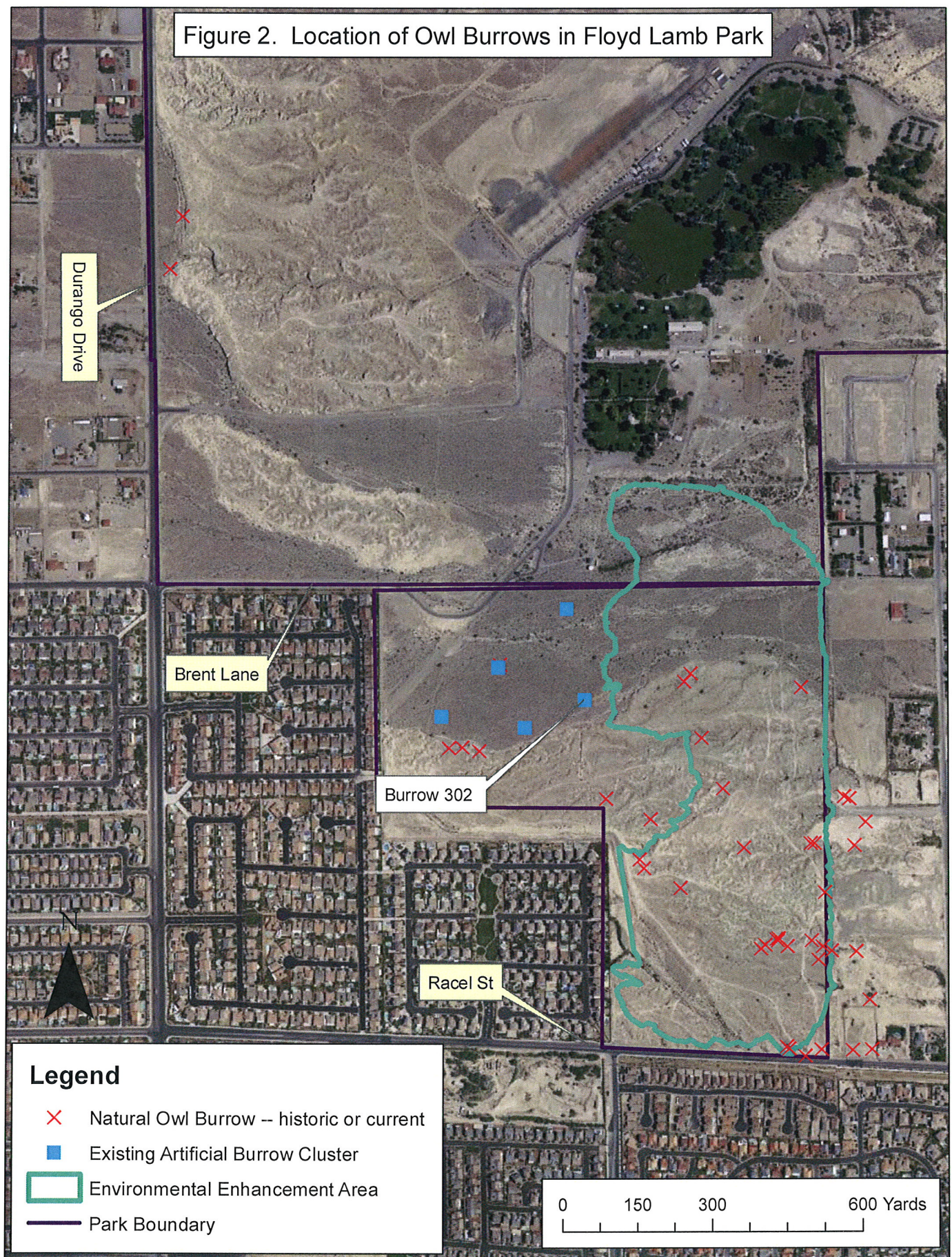


Figure 3. Location of Project Components

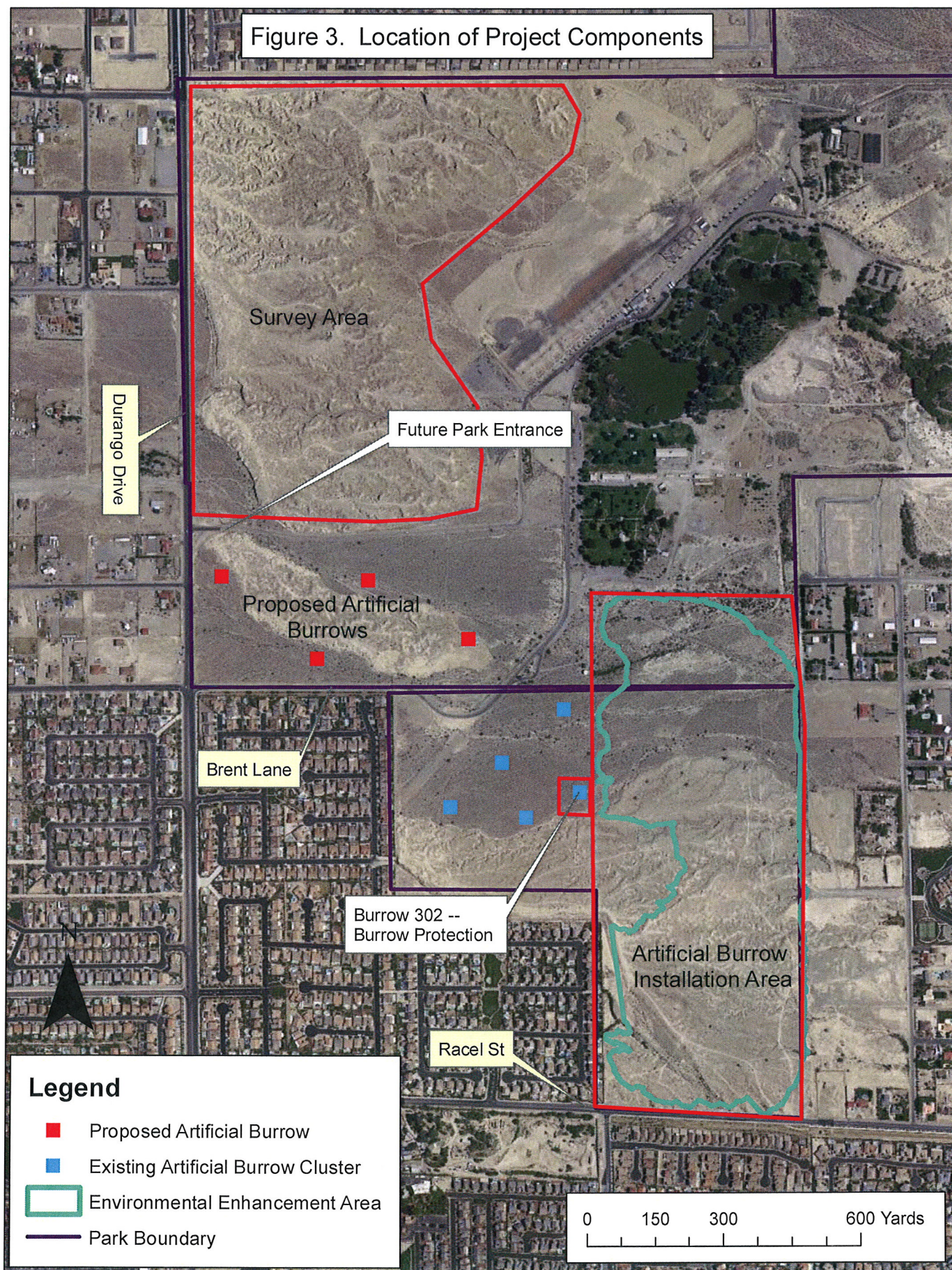
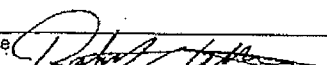


EXHIBIT B

APPLICATION FOR
FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction		Pre-application ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED 07/12/2010	Applicant Identifier
3. DATE RECEIVED BY STATE			State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY			Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: Red Rock Audubon Society Inc.			Organizational Unit: Department:	
Organizational DUNS: 931591924			Division:	
Address: Street: P.O. Box 96691			Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Robert	
City: Las Vegas			Middle Name J.	
County:			Last Name Wilkin	
State: Nevada		Zip Code 89193	Suffix:	
Country: United States of America			Email: rjwilkin@cox.net	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 88-0154994			Phone Number (give area code) (702) 210-1644	Fax Number (give area code) (702) 436-7269
8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)			7. TYPE OF APPLICANT: (See back of form for Application Types) O. Not for Profit Organization Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Partners for Fish & Wildlife 15-631			9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Rachel, Lincoln County, Nevada			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Floyd Lamb Park Burrowing Owl Habitat Enhancement Project	
13. PROPOSED PROJECT Start Date: 09/01/2010 Ending Date: 09/01/2020			14. CONGRESSIONAL DISTRICTS OF: a. Applicant 1 b. Project 1	
15. ESTIMATED FUNDING: a. Federal \$ 10,000.00 b. Applicant \$ c. State \$ d. Local \$ e. Other \$ f. Program Income \$ g. TOTAL \$ 10,000.00			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. ☒ PROGRAM IS NOT COVERED BY E. O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes If "Yes" attach an explanation. ☐ No	
a. Authorized Representative Prefix Mr. First Name Robert Middle Name J.				
Last Name Wilkin			Suffix	
b. Title President			c. Telephone Number (give area code) (702) 210-1644	
d. Signature of Authorized Representative 			e. Date Signed 7/12/10	

**EXHIBIT C-1
LANDOWNER AGREEMENT**

THIS LANDOWNER AGREEMENT ("Agreement"), by and between the City of Las Vegas ("Landowner"), and the U.S. Fish and Wildlife Service ("Service") is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. 661, Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 3771 et seq., and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

The Landowner hereby agrees to participate with the Service in conducting certain land management practices on lands owned by the Landowner at Floyd Lamb Park in Clark County, State of Nevada described as follows:

370 acres in Township 19 South, Range 60 East, Sections 4 and 9

In signing this Agreement, the Landowner grants to the Service the authority to complete the habitat development, or to personally carry out management activities with financial or material support. Any donation of supplies, equipment, or direct payment from the Service to the Landowner for carrying out the wildlife habitat developments is also included in Exhibit A of the Cooperative Agreement.

The term of this Agreement will be for 10 years beginning the date of the last signature to this Agreement.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. At the end of term, the habitat will either be maintained or removed by the Service and at the expense of the Service. The City will not be responsible for any cost related to either the maintenance or removal of the habitat at the end of the term of this Agreement.

The Service does not assume jurisdiction over the premises by this Agreement. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The Service, its agents, or assignees reserve the right to enter the land following notification and approval by the Landowner's Parks Department for Landowner habitat development and management purposes and to inspect completed work being performed pursuant to this Agreement. All agents or assignees of the Service shall execute the "Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement," attached hereto as Exhibit C-2 and incorporated herein by this reference, prior to any entry into Floyd Lamb Park to participate in the habitat development, management and inspection program.

The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage.

A change of ownership shall not change the terms of this Agreement. The agreement and terms shall be in effect on the described land for the period of the Agreement. The Landowner will notify the Service of planned or pending changes in ownership.

At the end of the term of this Agreement, the Landowner has the right and jurisdiction to change the land use at the sole discretion of the Landowner.

The Service is prohibited by law from making obligations that exceed available funds and, therefore, the Service can do only that work which is funded. In the event funds are not available to do the habitat development work within the period of time or in the manner prescribed in the special provisions, the Service will advise the Landowner of that fact.

The Landowner is not liable for any damages or impacts to the habitat developments as a result of maintenance, development or any other work activity performed within the Floyd Lamb Park area. This includes, without limitation, any work activity associated with the maintenance of the storm water detention basin features.

///
///
///
///
///
///
///
///
///
///
///

Left Blank Intentionally

///
///
///
///
///
///
///
///
///
///
///
///

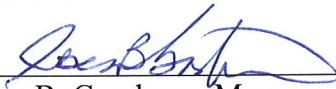
\\
\\

The Landowner guarantees ownership of the above-described land and warrants that there are no outstanding property rights or interests that interfere with either the intent or terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**CITY OF LAS VEGAS
"LANDOWNER"**

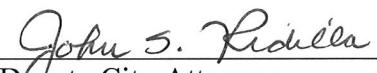
Dated: 11/3/2010

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  11/16/10
Beverly K. Bridges, MMC Date

APPROVED AS TO FORM:

By:  10/18/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

**U.S. FISH AND WILDLIFE SERVICE
"SERVICE"**

By: 

Printed Name: Christiana Manville

Title: Partners Project Officer

Date: 10/18/10

Agreement No: 84320AJ516

By: 

Printed Name: Robert D. Williams

Title: State Supervisor

Date: 10/13/10

Agreement No: 84320AJ516

EXHIBIT C-2

**CITY OF LAS VEGAS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

Next Page

**CITY OF LAS VEGAS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

**PLEASE READ THIS DOCUMENT CAREFULLY
IT AFFECTS YOUR RIGHTS**

The undersigned desires to participate in certain site visit and construction activities at Floyd Lamb Park (the "Park") as part of the Western Burrowing Owl habitat development, management and inspections program (the "Program"). The undersigned has been advised and understands that a Park visit and participation in the Program can be dangerous and involve numerous risks, including death or serious bodily injury. As an inducement to the City of Las Vegas to allow the undersigned to visit the Park and to participate in the Programs, the undersigned, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. **ASSUMPTION OF RISK.** The undersigned hereby voluntarily assumes any and all risks involved or in any related to the undersigned's visit to the Park and participation in the Program, including, but without limitation to, the risk of death, bodily injury or property damage resulting from such visit or participation, including transportation to and from the work site and the unavailability of emergency medical care or the negligent or deliberate acts of other persons.
2. **RELEASE AND DISCHARGE.** The undersigned releases and forever discharges the City of Las Vegas, its Mayor, City Council members, officers, employees, agent, affiliates, successors, heirs and assigns, from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of the undersigned's visit to the Park and participation in the Program, including, without limitation, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of the City of Las Vegas.
3. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. **INDEMNIFICATION.** The undersigned agrees to indemnify and hold the City of Las Vegas, its Mayor, City Council members, officers, employees, agent, affiliates, successors, heirs and assigns harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from the undersigned's conduct at the Park and participation in the Program and any and all damages to property at the Park, injury to any other person at the Park, caused, directly or indirectly, by the undersigned, whether by inadvertence, negligence, willful misconduct or otherwise.
5. **SITE SAFETY.** The undersigned acknowledges and agrees that he or she has been advised of and understands the safety procedures and rules for visiting the Park and participating in the Program. The undersigned agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events at any such construction site under the influence of alcohol and/or any drugs.
6. **MEDICAL TREATMENT.** The undersigned agrees that in the event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, the City of Las Vegas is hereby authorized, but

not required, to take all necessary actions as it relates to immediate medical or dental or other care, transportation and emergency medical services as warranted in the course of care of the undersigned. The undersigned agrees that he or she shall be responsible for all fees and expenses as they relate to this paragraph.

7. INSURANCE. The undersigned understands that, the City of Las Vegas does not carry or maintain health, medical, or disability insurance coverage for the undersigned.

7. PHOTOGRAPHIC RELEASE. The undersigned does hereby grant and convey unto the City of Las Vegas all right, title, and interest in any and all photographic images and video or audio recordings made by the City of Las Vegas, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. OTHER. The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nevada. Any litigation related to this Release shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. The undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Name of Emergency Contact: _____

Relationship: _____

Address: _____

City/State/Zip: _____

Emergency Contact Phone: _____

Allergies to Medications or
Other Special needs _____

The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does so freely and voluntarily. The undersigned understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and that if the undersigned has any doubts concerning its contents, the undersigned will consult an attorney before signing it.

Signature

Date

Printed Name