Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L11AC20020		12/01/2010	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: ATTN GOVERNMENT POC
400 STEWART AVENUE
LAS VEGAS NV 89101-2927

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Doolittle Park Renovation Phase I SNPLMA Priority 10-5 Project LV35

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
12/01/2010 through 11/30/2015

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$0.00	PREVIOUS	$0.00
THIS ACTION	$1,400,000.00	THIS ACTION	$1,400,000.00
CASH SHARE	$0.00	TOTAL	$1,400,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$1,400,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020000250			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

APPROVED AS TO FORM:
John S. Padilla 12/23/10
Date

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [X] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	DATE
Susan Kaller			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 11. PURPOSE: To provide funds in the amount of $1,400,000.00 for this project, Doolittle Park Renovation Phase I (Priority #10-5 Project LV35), which will improve the Park to make it more appealing to the local community residents. The estimated expenditures from the Southern Nevada Public Land Management Act (SNPLMA) Special Account for Round 10 Parks, Trails, and Natural Areas, were approved by the Secretary of the Interior on September 9th, 2009. Delivery: 11/17/2010 Delivery Location Code: 0004276496 BLM-NV LAS VEGAS FIELD OFFICE* 4701 NORTH TORREY PINES DRIVE LAS VEGAS NV 89130-2301 US Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVS00550 Functional Area: L58560000.IB0000 Fund: XXXL5232AR Fund Center: LLNVS00550 Project/WBS: LX.SN.LV355600 PR Acct Assign Line: 01 Period of Performance: 12/01/2010 to 11/30/2015				
00010	Renovate the westside of Doolittle Park. Obligated Amount: $1,400,000.00 Program Officer is Jeff Wilbanks, SNDO Grants Administrative contact is Susan Kaller, NSO The total amount of award: $1,400,000.00. The obligation for this award is $1,400,000.00.				1,400,000.00

Project Background Information:

Completed in 1965 and encompassing 18 acres, Doolittle Park is in need of renovation. Located in an urban area, with a population of greater than 30,375 residents, open space in this area provides a get-away for local residents. The existing park has been heavily used, therefore experiencing deterioration and is no longer appealing to residents.

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, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in: Clark County, Lincoln County, White Pine County, Washoe County (subject to paragraph 4) and Carson City, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson, the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District. This project, Doolittle Park Renovation Phase I, improve the Park to make it more appealing to the local community residents (Priority #10-5 Project LV35). The estimated expenditures from the Southern Nevada Public Land Management Act (SNPLMA) Special Account for Round 10 Parks, Trails, and Natural Areas, were approved by the Secretary of the Interior on September 9th, 2009.

B. Objective.

- Renovate the western portion of the existing Doolittle Park by providing a family area consisting of a trail walking path with increased landscaping, trees, lighting and amenities to facilitate a usable open space area that also provides greater security, safety, and modernization of park equipment.

Deliverables:

- new turf and an irrigation system in the old infield and new picnic tables areas
- new walking trails and pathways with security lighting throughout park
- increase trees and landscaping by 150 percent
- remove 90-foot baseball field from west side of park to increase open space area in park
- renovated picnic areas to facilitate the security and safety of spectators and passive guests in the park.

C. Legislative Authority:

Southern Land Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by the Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282, Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424, and White Pine County Conservation, Recreation and Development Act, 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 for the City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in the City of Las Vegas.

2. Additionally, this Agreement benefits the public by enhancing the quality of life and health of residents in helping to develop active lifestyles for the diverse population.

3. Local governmental management of former public lands indirectly benefits the government by reducing federal management costs while fostering cooperative relationships with local entities and their communities.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

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: The entitiy 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, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Federal Financial Report (FFR): 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 Statutes (NRS): On-line at: http://www.leg.state.nv.us/NRS/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 Block 10 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, coinciding with the federal fiscal year which begins Oct 1 of each year.

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 County, Lincoln County, White Pine County, Washoe County (subject to paragraph 4) and Carson City, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson, the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District, 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.nv.blm.gov/snplma/index.htm.

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. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified 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).
3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
4. Ensure any necessary permits or environmental clearances are obtained if required for this project.
5. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified 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).
5. The following documents are incorporated by reference: The recipient original proposal for the nomination of this project, and the SF 424, Application for Federal Assistance, SF 424C, Budget Information – Construction Programs, SF 424D, Assurances –Construction Programs, Lobbying Certification, Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates, and the Estimated Cost Detailed Worksheet.

IV. Terms of Agreement

A. This Agreement shall become effective on the date signed by the GMO on Page 1 and will remain in effect for five years.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 120 calendar days before the Agreement end date. The request shall include the reason for the 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 IA, Section XI, XII, and Appendix M. Requests for extensions that are received after the expiration date will not be honored.

C. 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 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled 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 fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13A. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

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

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

VI. CCR Registration

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

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

B. 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. Prior to requesting an ASAP payment the requestor shall provide BLM with a list of the projects to receive payment and the amount per project to be drawn down at least three days before requesting an ASAP draw down. 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 Payment Transaction Confirmation 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. Failure to provide sufficient notice of the pending transaction may result in 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 closeout 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-425 Federal Financial 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, and review the project files and financial records, with the designated entity staff.

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

VIII. Reporting Requirements

A. Work Plan

All recipients are required to complete a Project Work Plan (PWP) for each project, which shall be submitted to the SNPLMA Division for approval prior to receiving authorization for the expenditure of funds. The PWP shall include descriptions of the project deliverables, tasks and subtasks, and project target start and end dates. Also, the PWP shall include a schedule of periodic expenditures reflecting logical phases of the project. The PWP shall be updated annually at the end of the fiscal year.

B. Quarterly Status Update

The following reporting requirements are due on the 15th of the month, prior to the beginning of the next quarter as a part of the SNPLMA Division Work Plan and Quarterly Status Update Database submission.

Submit a Quarterly Status Update to report the progress on the deliverables detailed in the Project Work Plan. The update will include a description of the deliverable and the progress made in the quarter, percentage of deliverable complete, targeted start and end dates, and the actual start and end dates. This quarterly update must be submitted for BLM to authorize the next quarterly ASAP drawdown.

C. Quarterly Projected ASAP Funding Request

Submit a request for the projected amount of funding needed for each project cost reimbursement for the upcoming quarter.

D. Quarterly Project Detailed Cost Worksheet

Submit this worksheet current for the previous quarter. This worksheet tracks costs incurred on the project over its lifecycle, categorized by expenditure activity (e.g. Planning, Environmental Compliance, & Preconstruction Engineering & Design; FWS Consultation-Endangered Species Act; Construction Contract Costs; Direct Labor; Official Vehicle; Other Direct and Contracted Labor Use; and Other Necessary Expenses).

E. Federal Financial Report SF425 - Submit this report to the BLM Program officer with a copy to the GMO.

F. Cover Letter

The cover letter must be signed by an Authorized Representative certifying the following:

a. The amount of projected funding, in total and per project, being requested for draw down 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.

G. The Southern Nevada District Office, SNPLMA Division and the GMO will review the above requirements for patterns of cash expenditures, including accelerated or delayed draw downs, 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.

H. 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, public scoping meetings, or for public distribution (i.e., interpretive materials, videos) 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	Agreements Specialist
Entity	BLM Nevada State Office
Address	1340 Financial Blvd. P.O. Box 12000
City State Zip	Reno, NV 89520
Phone	775-861-6559
Fax	775-861-6624
Email	Susan_Kaller@.blm.gov

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

PTNA Program Manager

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

ASAP Contact Information

Name	ASAP

Recipient Contact Information

Authorized Representative

Name	Cheri Edelman
Title	City Engineer
Entity	Department of Public Works City of Las Vegas
Address	420 North Fourth Street
City State Zip	Las Vegas, Nevada 89101
Phone	702-229-6272
Fax	702-388-1807
Email	cedelman@lasvegasnevada.gov

Program Manager

Name	Connie Diso
Title	
Entity	Department of Public Works City of Las Vegas
Address	731 South Fourth Street
City State Zip	Las Vegas, Nevada 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative Contact

Name	
Title	
Entity	
Address	
City State Zip	
Phone	
Fax	
Email:	

Billing Contact

Name	

Address	Kansas City Regional Financial Center
Phone	(816) 414-2100
Fax	
Web-Site	http://www.fms.treas.gov/asap/

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

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 award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation\regulation.

- Special terms and conditions.

- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

  2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace
Effective January 21, 2011 the following revisions to this term will apply to this agreement:
Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41U.S.C. 701–707.

2 CFR Part 1400 Government-Wide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

2 CFR Part 170 - Reporting Subaward and Executive Compensation Information.

2 CFR Subtitle A, Chapter 1, and Part 25 - Financial Assistance Use of Universal Identifier and Central Contractor Registration.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations.

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.

J. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

END OF AGREEMENT