LEO M. DROZDOFF, P.E.
Director
Department of Conservation and
Natural Resources

RONALD M. JAMES
State Historic Preservation Officer

BRIAN SANDOVAL
Governor

STATE OF NEVADA

Address Reply to:
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448
Fax: (775) 684-3442

www.nvshpo.org

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION OFFICE

August 30, 2011

Courtney Mooney
Urban Design Coordinator
Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Re: 2011 Historic Preservation Fund (HPF) Funding Agreement - Grant #32-11-31935 (3)

Courtney
Dear ~~Ms. Mooney~~:

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above grant. Following is a breakdown of each document.

- **Funding Agreement (FA)**
  This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.

- **HPF FA-Attachment A-1 (Scope of Work)**
  This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations. Among them is The Secretary of the Interior's Standards for Archeology and Historic Preservation.

- **HPF FA-Attachment A-2 (Budget)**
  This page contains your organization's itemized budget in a spreadsheet format.

- **HPF FA-Attachment B (Covenants) (Applicable to construction projects only)**
  This describes the Applicants responsibilities toward the continued maintenance and repair of the property for a length of time equivalent to the amount of funding that has been awarded and accepted.

- **HPF FA-Attachment C (Civil Rights)**
  This page asks your organization to certify that "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."

- **HPF FA-Attachment D (Procurement)**
  This page asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- **HPF FA-Attachment E (Anti-Kickback) (Applicable to construction projects only)**
  This page asks your organization to conform with provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled."

- **HPF FA-Attachment F (Lobbying)**
  This page asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated…will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress…"

- **HPF FA-Attachment G (Conflict)**
  This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- **Read the Funding Agreement, and all Attachments**
  Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

- **Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter is yours to keep for your project file.**

- **Mail the signed funding agreement and attachments to:**
  Elyse Jolly
  HPF Grant Program
  State Historic Preservation Office
  901 S. Stewart St. Suite 5004
  Carson City, NV 89706

When the required State officials have signed, our office will send you a copy of the completely signed-off funding agreement for your files.

A copy of the 2010 Project Director and Financial Manager's General Administrative Guidelines will be mailed under separate cover. Please refer to this manual for the duration of your 2010 grant.

As always, our office looks forward to working with you on this project. If you have any questions, please contact me at 775-684-3440 or your project manager at 775-684-3450.

Sincerely,

Ronald M. James
State Historic Preservation Officer

Enc.

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as "STATE," and (the) **CITY OF LAS VEGAS PLANNING AND DEVELOPMENT**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

/X/ ATTACHMENT A - Scope of Work/Budget

/ / ATTACHMENT B - Covenant or Letter of Agreement

/X/ ATTACHMENT C - Civil Rights Assurance

/X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures

/ / ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964

/X/ ATTACHMENT F - Lobbying with Appropriated Funds

/X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed **$44,000.00** to assist in **MULTIPLE HISTORIC PRESERVATION PROJECTS IN LAS VEGAS**. The minimum non-federal share required for this grant is **$29,333.00**.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular A-102 (Uniform Administrative Requirements for Grants to State and Local Governments) and A-133 (Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non Profit organizations shall comply with 2

CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, the National Register Programs Manual, The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.

3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.

4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.

5. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant. Due dates are **JANUARY 15, 2012; AND APRIL 15, 2012**. The second progress report, due **APRIL 15, 2012**, shall include one draft example Historic Resources Inventory Form (HRIF) with all appropriate continuation sheets as

required by the STATE architectural guidelines in effect at the commencement date of this Agreement.

6. Submit reports, including expenditure (financial) and progress (programmatic) quarterly. A final completion report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

7. Maintain:

   a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.

   b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

   c) A comparison of actual expenditures with budgeted amounts for the Agreement.

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

9. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

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

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:
    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 a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.
    d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.
    e) Progress payments may be made at the discretion of the STATE upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
    f) Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. Both parties understand that a funding-out provision is required by NRS 244.320 and

NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:
   a) Termination by the grant by reason of fault of the SUBGRANTEE;
   b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provision;
   c) Failure by the SUBGRANTEE to make progress on the grant;
   d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;
   e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;
   f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.
4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In such

event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

a) Terminate all or any part of the balance of the grant.

b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **OCTOBER 1, 2011**. The termination or end date is **JUNE 30, 2012**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. Financial Reports requesting reimbursement for activity from **OCTOBER 1, 2011 TO JUNE 30, 2012** must be submitted by **AUGUST 15, 2012**

7. and will not be allowable for reimbursement or as match after that date. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement.

8. This funding agreement shall be construed and interpreted according to the laws of the

State of Nevada.

9. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

10. The STATE in accordance with the Office of Management and Budget (OMB) Circular A-133, for the Single Audit Act, requires:

    a) Non-Federal entities that expend $500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.

    b) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

    c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.

    d) Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

11. 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 and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a

Department of the Interior grant." Printed material, where space allows, should include language outlined in paragraph 11.

12. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following statements:

    The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

13. A draft project report will be submitted for STATE review to the State Historic Preservation Office no later than **MAY 31, 2012**. The product must comply with *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic*

Preservation and include a historic context appropriate for National Register evaluations of all of the architectural resources present.

14. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.
15. The final product/report must be submitted to the STATE no later than **JULY 15, 2012**.
16. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

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

SUBGRANTEE-CITY OF LAS VEGAS PLANNING AND DEVELOPEMENT

Signature: Carolyn Goodman Date: 10/5/2011

Name (print): **Carolyn G. Goodman, Mayor**

Title (print): ______

APPROVED AS TO FORM
James B. Lewis Date
Deputy City Attorney
9/8/11

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

STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC PRESERVATION OFFICE

By: ______ Date: 11-2-11

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By: Marta Adams 11-4-11

Deputy Attorney General Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: City of Las Vegas Planning and Development Division using National Park Service (NPS) funds (HPF #32-11-31935 (3).

This project will support the completion of the following:

- Historic resource survey & inventory within the Beverly Green Neighborhood.
- Photo & video documentation of the U.S. Post Office & Courthouse Rehabilitation.
-
-
-

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

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work <u>before</u> any work commences <u>and</u> for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee 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.

ATTACHMENT A-2
BUDGET

Participant:	City of Las Vegas Depart of Planning		
Project Tittle:	Multiple Historic Preservation Projects in Las Vegas		
Termination Date:	06/30/12		
Project ID #	32-11-31935 (03)		
Itemized Budget	**Federal Share**		
	Historic Preservation Consultant	$	43,800.00
	Online Storage	$	200.00
	Subtotal Federal Share:	$	44,000.00
	Non-Federal Share		
	Urban Design Coordinator	$	17,763.84
	Sr Management Analyst	$	1,789.80
	Financial Analyst II	$	731.04
	Contracts Specialist	$	4,753.80
	Subtotal Non-Federal Share:	$	25,038.48
	Total Project Costs:	$	69,038.48

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

Signature of Authorized Certifying Official

~~Title~~ Attest: By BEVERLY K. BRIDGES, MMC, City Clerk

Carolyn G. Goodman, Mayor

Authorized Certifying Official *(print name)*

10/5/2011

Date Submitted

CITY OF LAS VEGAS PLANNING & DEVELOPMENT

Applicant/Organization

731 S Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

APPROVED AS TO FORM

James B. Lewis
Deputy City Attorney

9/8/11
Date

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

a. Including qualified small and minority businesses and solicitation lists.

b. Assuring that small and minority businesses are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business: (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than $25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than $25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than $25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
   a. The item is available only from a single source.
   b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
   c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

Carolyn Goodman
Signature of Subgrantee

10/5/2011
Date

Carolyn G. Goodman, Mayor
Subgrantee Name (print)

Attest: By
BEVERLY K. BRIDGES, MMC, City Clerk
~~Title (print)~~

APPROVED AS TO FORM
9/8/11
James B. Lewis
Deputy City Attorney
Date

<u>**CITY OF LAS VEGAS PLANNING AND DEVELOPMENT**</u>
Organization

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

Carolyn Goodman
Signature of Subgrantee

10/5/2011
Date *(print)*

Carolyn G. Goodman, Mayor
Subgrantee *(print)*

APPROVED AS TO FORM
9/8/11
James B. Lewis
Deputy City Attorney
Date

Attest: By
BEVERLY K. BRIDGES, MMC, City Clerk
~~Title *(print)*~~

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT
Organization

ATTACHMENT G

CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by this grant.

Neither the subgrantee nor its subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the subgrantee shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

Carolyn Goodman

Signature of Subgrantee

10/5/2011

Date *(print)*

Carolyn G. Goodman, Mayor

Subgrantee *(print)*

APPROVED AS TO FORM 9/8/11
James B. Lewis Date
Deputy City Attorney

Attest: By Beverly K. Bridges
BEVERLY K. BRIDGES, MMC, City Clerk

~~Title *(print)*~~

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT
Organization