

RESOLUTION NO. R-149-2001**RESOLUTION AUTHORIZING THE APPLICATION FOR, ACCEPTANCE
AND ADMINISTRATION OF, GRANT FUNDS FROM THE NATIONAL PARK
SERVICE FOR THE CITY OF LAS VEGAS UNDER THE FY2001 URBAN
PARKS AND RECREATION RECOVERY PROGRAM (UPARR)**

WHEREAS, the Urban Parks and Recreation Recovery Program (UPARR) provides funding to rehabilitate existing neighborhood recreation areas and facilities; and,

WHEREAS, the City of Las Vegas is submitting an application to rehabilitate the James Gay III Park located at 197 West Harrison Avenue near Owens Avenue and I-15 in West Las Vegas; and,

WHEREAS, the procedures established by the National Park Service require the application to be duly authorized and certified by a resolution of the governing body and the applicant; and

WHEREAS, the applicant will enter into an agreement with the National Park Service for development of the project.

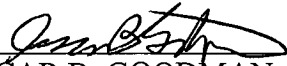
NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Las Vegas hereby:

1. Authorizes the filing of the grant application for the James Gay III Park under the Urban Parks and Recreation Recovery Program (UPARR); and

2. Authorizes the Mayor to execute all documents that are necessary in order to apply for the grant funds for the project, including the application, acceptance, and grant agreement documents; and authorizes the City Manager, or the Director of Field Operations, to conduct all negotiations and to execute and submit all other documents that may be necessary in connection with implementation of the project.

THE FOREGOING RESOLUTION was passed, adopted and approved this 9th day of November, 2001.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

 10-24-01
Date

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
URBAN PARK AND RECREATION RECOVERY PROGRAM GRANT
REHABILITATION AND INNOVATION AGREEMENT**

Applicant Name: City of Las VegasGrant Number: 32CTY0120101Administering Agency: Field Operations Division/Parks

Grant Title: James Gay III Park Rehabilitation

☒ Rehabilitation ☐ Innovation ☐ Eligible ☒ Discretionary

Grant Expiration Date: December 20, 2004

Proposal Scope (description of proposal on individual site or project basis, with identification of each site):

Rehabilitation of James Gay III Park to include building new basketball courts, skateboard rink, new playground equipment, new picnic areas, and new restrooms.

Grant Cost:

Total Cost \$607,000.00

UPARR request 70% \$424,900.00

State Match 0% \$0.00

Local Match 0% \$182,100.00

Other 0% \$ _____

Appropriation: FY 2001 \$424,900.00

FY _____ \$ _____

The following are hereby incorporated into this agreement:

1. General Provisions dated 11/99
2. UPARR Grants Manual (NPS-37)
3. Project Application and Attachments
4. OMB Circular A-102
5. Title 43, Code of Federal Regulations
6. 36 CFR Chapter I, Part 72
7. _____

Grant Agreement No: 32CTY0120101

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the Grants Recipient above (hereinafter referred to as the Grantee), mutually agree to perform this agreement in accordance with Title X, Urban Park and Recreation Recovery Program, 16 USC 2501, 92 Stat. 3538 (1978), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the Grantee herein, to obligate to the grantee the amount of money referred to above, and to tender to the Grantee that portion of the obligation which is required to pay the United States' share of the costs of the above Grant based upon the above percentage of assistance. The Grantee hereby promises, in consideration of the promises made by the United States herein, to execute the Grant described above in accordance with the terms of this agreement.

The follow special grant terms and conditions were added to this agreement before it was signed by the parties hereto:

None

In witness whereof, the parties hereto has executed this agreement as of the date entered below.

UNITED STATES OF AMERICA

GRANTEE

BY _____
(Signature)

CITY OF LAS VEGAS
(Government Name)

(Title)
National Park Service

BY [Signature]
(Signature)

(Date)

OSCAR B. GOODMAN
(Name)

(Title)

NPS 10-912 (March 1995)

Appended to form:

Page 2 of 2

Attest:

By [Signature]
BARBARA JO RONEMUS, City Clerk

Val Stead 10-24-01
Date
By: Beverly K. Bridges
Chief Deputy City Clerk

URBAN PARK AND RECREATION RECOVERY PROJECT AGREEMENT GENERAL PROVISIONS

Part I – Definitions

- A. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “UPARR” as used herein means the “Urban Park and Recreation Recovery” program.
- C. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for the Director.
- D. The term “Manual” as used herein means the Urban Park and Recreation Recovery Program Administration Guideline, NPS-37.
- E. The term “grant” as used herein means the act of providing a specific sum of money to execute and administer a specific project or projects consistent with the terms of a signed agreement; also the amount of money requested or awarded.
- F. The term “grantee” or “participant” or “sponsor” as used herein means the general purpose local government receiving a UPARR grant for its given use, or for authorized pass-through to another appropriate public or private non-profit agency.
- G. The term “pass-through” as used herein means the transfer of funds at the discretion of the applicant jurisdiction, to independent, general or special purpose local governments, private non-profit agencies (including incorporated community or neighborhood groups), or county or regional park authorities, who offer recreation opportunities to the general population within the jurisdictional boundaries of an eligible applicant.
- H. The term “special purpose local government” as used herein means any local or other limited political subdivision of a State, including, but not limited to park authorities, park, conservation, water or sanitary districts, and school districts.
- I. The term “private non-profit agency” as used herein means a community-based, non-profit organization, corporation, or association organized for purposes of providing recreational, conservation and/or educational services directly to urban residents; either on a neighborhood or community-wide basis, through voluntary donations, voluntary labor, or public or private grants.
- J. The term “project” as used herein means a single site-specific area or service-specific program proposed or approved for funding.
- K. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for the Secretary.

Part II – Continuing Assurances

The parties to the project agreement specifically recognize that grant assistance from the UPARR program creates an obligation to maintain the property prescribed in the project agreement consistent with the UPARR Act of 1978 (Public Law 95-625) and the following requirements.

- A. The grantee agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the grant agreement, upon any subgrantee to which funds are transferred pursuant to the grant agreement. The grantee also agrees that it shall be responsible for compliance with the terms of the grant agreement by such a special purpose local

government or private non-profit agency and that failure by such government or private agency to so comply shall be deemed a failure by the grantee to comply with the terms of this agreement.

- B. The grantee agrees that the property described in the project agreement and the dated project boundary map made part of the agreement is being rehabilitated or developed with UPARR assistance, or is integral to such rehabilitation or development, and that without the approval of NPS, it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity or for the term of the lease in the case of leased property. The Director shall approve such conversion only if it is found to be in accord with the then existing Recovery Action Program and only upon such conditions deemed necessary to assure the substitution of other recreation properties of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 1010 protection of the UPARR Act. The approval of a conversion shall be at the sole discretion of the Director, or his designee. Prior to the completion of this project, the grantee and the Director may mutually alter the area described in the grant agreement and the dated project boundary map to provide the most satisfactory public recreation area.

In the event that NPS provides UPARR assistance for the rehabilitation or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the grantee agrees to notify NPS of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The grantee further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Director, after the conversion of property takes place. The provisions of this paragraph are also applicable to all leased properties rehabilitated or developed with UPARR assistance.

- C. The grantee agrees that the benefit to be derived by the United States from the full compliance by the grantee with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the grantee's jurisdiction and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The grantee agrees that the payment by the grantee to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the grantee of this agreement. The grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the grantee of this agreement shall be the specific performance of this agreement.
- D. The grantee agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed in 36 CFR 72.72(a).
- E. The grantee agrees that a permanent record shall be kept in its public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been rehabilitated or developed with UPARR assistance and that it cannot be converted to other than public recreation use without the written approval of the Director.

Nondiscrimination

1. By signing the UPARR Agreement, the grantee certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
2. The grantee shall not discriminate against any person on the basis of residence, except to the extent that reasonable difference in admission of other fees may be maintained on the basis of residence as set forth in the regulations.

Part III – Project Assurances

Applicable Federal Circulars

The grantee shall comply with applicable regulations, policies, guidelines and requirements including OMB A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*), 43 CFR Part 12 (*Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior*), and OMB Circular A-87 (*Cost Principles for State and Local Governments*), and A-133 (*Audits of States, Local Governments, and Non-Profit Organizations*) as they relate to the application, acceptance and use of Federal funds for this Federally assisted project.

A. Project Application

1. The application for Federal Assistance bearing the same project number as the agreement, and associated documents, is by this reference made a part of the agreement.
2. The grantee possesses legal authority to apply for the grant, and to finance and carry out all the actions described in this grant agreement. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the application and to provide such additional information as may be required.
3. The grantee has the ability and intention to finance to non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities rehabilitated or developed and/or services provided through assistance of this grant.

Project Execution

1. The grant period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity, and shall terminate at the end of the stated or amended grant period unless the project is completed or terminated sooner in which event the grant shall end on the date of completion or termination.
2. The grantee shall transfer such funds as identified in the application for any pass-through project sponsor to that sponsor.
3. The grantee will cause work on the project to be commenced within a reasonable time after receipt of notification that the grant has been approved, and funds obligated, or the grant may be terminated by NPS. The grantee will assure that the project or projects covered by this grant will be prosecuted to completion with reasonable diligence.
4. The grantee will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17).
5. The grantee shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the grant agreement cannot be completed in accordance with the plans and specifications for the project; the grantee, at the discretion of the Director, shall bring the project to a point of recreational usefulness agreed upon by the grantee and the Director or his designee.

7. The grantee will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; and will furnish progress reports and such other information as NPS may require.
8. Where applicable, the grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), 94 Stat. 1984 (1970), and shall assure that the Act has been complied with for property to be developed and with assistance under the project agreement.
9. The grantee will comply with the provisions of: Executive Order 11988, related to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The grantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, (87 Stat. 975, approved December 31, 1976. Section 102(a) requires on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, pursuant to 40 CFR Part 15.20, and that it will notify the NPS of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The grantee further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. The grantee will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

Construction Contracted for by the Grantee Shall Meet the Following Requirements

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12, Subpart C (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the UPARR agreement, the grantee certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service, and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage

(of total costs) of Federal funds must be specified in any announcement of the awarding of a contract.

Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. Local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee and its subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the grantee or pending a decision to terminate the grant by NPS.
2. The grantee may unilaterally terminate the grant at any time prior to the first payment. After the initial payment, the project may be terminated, modified, or amended by the grantee and NPS by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the grantee, in writing, of the determination and the reasons for the termination, together with the effective date. Payments made to grantees or recoveries by NPS under grants terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or grantee may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. NPS may allow full credit to the grantee for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the grantee and the Director or that all funds provided by the National Park Service be returned.

Lobbying with Appropriated Funds

The grantee must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation,

renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the grantee certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) *No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) *The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the grantee certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees or violation of such prohibition:*
- (b) *Establishing an ongoing drug-free awareness program to inform employees about--*
 - (1) *The dangers of drug abuse in the workplace;*
 - (2) *The grantee's policy of maintaining a drug-free workplace;*
 - (3) *Any available drug counseling, rehabilitation, and employee assistance programs; and*
 - (4) *The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*
- (c) *Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);*
- (d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will --*
 - (1) *Abide by the terms of the statement; and*
 - (2) *Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

- (e) *Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*
- (f) *Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –*
 - (1) *Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
 - (2) *Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*
- (g) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).*

The grantee must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

Civil Rights Assurance

The grantee certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-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. 6101 et. 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 APPLICANT 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 Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant 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 Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant 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 Applicant, its successors, transferees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

Debarment and Suspension***Certification Regarding Debarment, Suspension and Other Responsibility Matters –
Primary Covered Transactions***

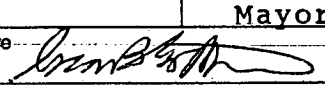
- (1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*
 - (a) *Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;*
 - (b) *Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*
 - (c) *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses in paragraph (1)(b) of this certification; and*
 - (d) *Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.*
- (2) *Where the prospective primary participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.*

The Grantee further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of the Interior Form (DI-2010) may be used for this purpose.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Transactions***

- (1) *The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED November 7, 2001	Applicant Identifier
Application ☒ Construction ☐ Non-Construction	Preapplication ☒ Construction ☐ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: City Of Las Vegas		Organizational Unit: Field Operations Department/Parks	
Address (give city, county, State, and zip code): 400 Stewart Avenue Las Vegas, NV 89101		Name and telephone number of person to be contacted on matters involving this application (give area code) John Black (702) 229-6571	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 88-6000198		7. TYPE OF APPLICANT: (enter appropriate letter in box) C	
8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) ☐ ☐ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify):		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-919		9. NAME OF FEDERAL AGENCY: National Park Service - Pacific Great Basin Support Office	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Program City Of Las Vegas		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Rehabilitation of James Gay III Park to include building new basketball courts, skateboard rink, new playground equipment, new picnic areas & new restrooms	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 9/1/01	Ending Date 9/1/04	a. Applicant 1	b. Project 1
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 424,900.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____	
b. Applicant	\$ 182,100.00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes If "Yes," attach an explanation. ☒ No	
d. Local	\$.00		
e. Other	\$.00		
f. Program Income	\$.00		
g. TOTAL	\$ 607,000.00		
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.			
a. Type Name of Authorized Representative Oscar B. Goodman		b. Title Mayor	c. Telephone Number (702) 229-6241
d. Signature of Authorized Representative 		e. Date Signed	

Previous Edition Usable
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Approved as to form:

Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

Val Stead

10-24-01

Date

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | | |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | | |
| 7. | Enter the appropriate letter in the space provided. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

-- "New" means a new assistance award.

-- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

-- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 9. | Name of Federal agency from which assistance is being requested with this application. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

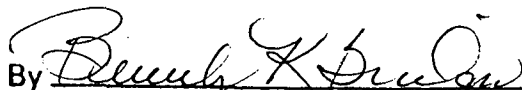
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor City of Las Vegas
APPLICANT ORGANIZATION	DATE SUBMITTED

Approved as to form:

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Attest:

By  Valued 10-24-01
 BARBARA JO RONEMUS, City Clerk By: Beverly K. Bridges Date
 Chief Deputy City Clerk