

APPENDIX I

**SAMPLE FUNDING AGREEMENT
SAMPLE COVENANT AGREEMENT**

1 **COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

2 **FUNDING AGREEMENT (Agreement)**

3 This Agreement is made and entered into between the State of Nevada, Commission for
4 Cultural Centers and Historic Preservation, acting by and through the State Historic Preservation
5 Office, hereinafter referred to as "STATE" and, **GRANTEE NAME** hereinafter referred to as
6 "GRANTEE". This Agreement is entered into pursuant to the authority contained in NRS
7 383.520.

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

9 /X/ ATTACHMENT A - Scope of Work/Budget

10 /X/ ATTACHMENT B - Covenants

11 /X/ ATTACHMENT C – Assurances

12 WHEREAS, the STATE will administer a State Bond Grant-in-Aid "Grant" in an amount
13 of **\$XXXXX** to assist in the **FULL NAME OF PROJECT AS WRITTEN IN THE**
14 **APPLICATION**. NOW, THEREFORE, the GRANTEE in undertaking this project agrees to:

- 15 1. Duly and faithfully comply with the terms and conditions of this Agreement, all
16 applicable federal and State laws.
- 17 2. At all times during regular business hours or at an agreed to time and as often as the
18 STATE requires, permit authorized representatives of the STATE full and free access
19 to the project and to the accounts, records, and books of the GRANTEE relative
20 hereto, including the right to make transcripts from such accounts, records, and
21 books. The GRANTEE must retain such accounts, records, and books for three (3)
22 years after the completion of the project.
- 23 3. Indemnify, save, and hold the State of Nevada, its agents and employees harmless

1 from all claims, causes of action or liability arising from the performance of this
2 Agreement, subject to NRS Chapter 41.

- 3 4. Consult with STATE if buried or previously unidentified cultural resources are
4 located during these project activities. If this occurs, the GRANTEE will
5 immediately cease all ground-disturbing work in the vicinity, protect the discovery,
6 and contact the STATE within 24 hours of the discovery.
- 7 5. Ensure that a project sign is displayed in a prominent location at each project site
8 while project work is in progress. The project sign will be provided by the STATE
9 for the duration of the project and will be returned to the STATE upon project
10 completion. If any damage occurs to the project sign during the project, the
11 GRANTEE will be responsible for replacement of the project sign.
- 12 6. Provide the STATE with progress and financial reports in a format prescribed by the
13 STATE during the term of the Grant. Due dates are **DATE; DATE AND DATE**.
14 The first progress report is due **DATE**. Required progress and financial reports are to
15 be submitted quarterly. If the GRANTEE fails to provide the required progress
16 reports during the **first 180 days** (one hundred and eighty) from execution of this
17 Agreement, the STATE reserves the right to revert the **entire** Grant amount from the
18 GRANTEE. If the GRANTEE allows **two quarters** to pass without contacting the
19 STATE to submit a reimbursement request and/or required progress reports, the
20 STATE reserves the right to revert any **remaining** grant funds from the GRANTEE.
- 21 7. Submit a final report in a format prescribed by the STATE within **sixty (60)** days of
22 the completion of the project named herein.

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8. Maintain:
- a) An accurate record of all 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. The STATE may require audits of all project-related records. Such audits shall be at the expense of the GRANTEE.
 - 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.
9. 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.
10. Following the notification of the Grant award and before work begins, the GRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the GRANTEE to coordinate the meeting date and time with the grants manager.
11. Adhere to all of the policies and procedures described in the *Grants Manual Project General Administrative Guidelines* (2017-2018) provided by the STATE to the GRANTEE upon execution of this Agreement.

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

- 3 1. Payment of the Grant shall be made upon compliance with the terms of this
4 Agreement, including but not limited to:
- 5 a. An inspection by the STATE to ensure that the GRANTEE has completed all
6 project work satisfactorily in accordance with the terms of this Agreement.
 - 7 b. The submission of satisfactory progress reports as referred to above.
8 Reimbursement requests shall not be processed until such reports are received.
 - 9 c. The submission of a Financial Report that must be executed by the person in
10 charge of the project. The request shall be accompanied by copies of all original
11 bills from contractors, suppliers, and vendors, and proof of payment of those bills
12 to assure evidence of compliance prior to reimbursement.
 - 13 d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S
14 contribution to the project. When the STATE has received and approved the
15 final report and proof of payment of all bills and canceled checks, the STATE
16 shall pay the funds retained to the GRANTEE and issue an official letter to the
17 GRANTEE to close out the Grant.
 - 18 e. Progress payments may be made at the discretion of the STATE upon the
19 completion of distinct phases of work provided that the above-mentioned
20 conditions have been met for each phase of work.
 - 21 f. Any progress payment made by the STATE shall not constitute nor be construed
22 as a waiver by the STATE of any breach of covenants or any default which may
23 exist on the part of the GRANTEE, nor shall any such breach or default impair or

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prejudice any right or remedy available to the STATE.

2. In any news release or printed material describing or promoting the project or any material produced as a result of the Grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the Commission for Cultural Centers and Historic Preservation".
3. 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 STATE may reduce or terminate this Grant, and GRANTEE 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 STATE'S funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
4. The STATE or the GRANTEE may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The STATE and the GRANTEE must both agree in writing upon the termination condition, including the effective date, and in the case of partial termination, the portion to be terminated.
5. If the GRANTEE fails to comply with any of the terms of this Agreement, the STATE shall have the right to cancel this Agreement without the consent of the GRANTEE and to file suit, in law or equity. The purpose of the suit shall be to cause the GRANTEE to cure said violations or to obtain the return of funds granted to the

1 GRANTEE by the STATE. The STATE shall bring such suit in the District Court of
2 the county in which the property is located.

3 6. The commencement date for all work to be performed under this Agreement is **DATE**
4 **HERE**. The termination or end date is **DATE HERE**. The STATE shall not
5 consider any work performed at any time other than described in this paragraph as an
6 eligible activity for reimbursement purposes. All requests for reimbursement must be
7 submitted to the STATE no later than **DATE HERE**. The STATE shall not pay any
8 requests received at the office of the STATE after this date pursuant to this
9 Agreement. Upon receiving reimbursement requests, the STATE will review the
10 request for completeness and accuracy. If complete and accurate, the reimbursement
11 request will be processed within fifteen (15) business days of receipt.

12 7. The GRANTEE shall submit expenditure reports totaling at least **INSERT**
13 **MINIMUM REQUEST AMOUNT HERE** by **INSERT MINIMUM AMOUNT**
14 **HERE**.

15 8. This Agreement shall be construed and interpreted according to the laws of the State
16 of Nevada.

17 9. All work conducted by the GRANTEE shall be assessed by the STATE for adequacy
18 of performance and conformance with *The Secretary of the Interior's Standards for*
19 *the Treatment of Historic Properties*. If work does not meet the terms of this
20 Agreement, the GRANTEE shall remedy the work even if that requires the
21 expenditure of funds other than those contributed to the project by the Commission
22 for Cultural Centers and Historic Preservation.

23 10. The GRANTEE agrees to revert to the STATE all funds contributed to the project by
24 the Commission for Cultural Centers and Historic Preservation if the GRANTEE

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does not meet the terms of this Agreement or if the GRANTEE violates any section of NRS.

11. Under the terms of this Agreement, the GRANTEE warrants that it shall not discriminate nor allow discrimination against any employee based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin. The GRANTEE shall permit the STATE access to its records of employment, advertisements, and other pertinent data relative to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed

and intend to be legally bound thereby entered into this _____ day of _____
_____, 2017.

1 **GRANTEE**

2 By: _____

3 Name (*print*): _____

4 Title (*print*): _____

5 Date (*print*): _____

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7 **STATE-DEPARTMENT OF CONSERVATION & NATURAL RESOURCES,**

8 **HISTORIC PRESERVATION OFFICE**

9 By: _____

10 Rebecca L Palmer, State Historic Preservation Officer

Date: _____

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13 **REVIEWED AS TO FORM ONLY:**

14 By: _____,

Date: _____

15 _____, Senior Deputy Attorney General

**ATTACHMENT A-2
BUDGET**

Participant: Project Title: Termination Date: Project ID # Itemized Budget	CCCHP Share	\$	
	Subtotal CCCHP Share:	\$	
	Non-CCCHP Share (if applicable)	\$ \$	
	Subtotal Non-CCCHP Share:	\$	
	Total Project Costs:		\$

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3. The PROPERTY OWNER agrees that the STATE, its agents and designees, shall have the right to inspect the Property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
4. The PROPERTY OWNER agrees that when the Property is not clearly visible from a public right of-way or includes interior work assisted with State of Nevada, Commission for Cultural Centers and Historic Preservation grant funds, the Property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the PROPERTY OWNER from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The PROPERTY OWNER further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Centers and Historic Preservation grant funds are not visible from the public right-of-way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the Property is located. The advertisement shall give the dates and times when the Property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.
6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or

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disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that is any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

9. These restraints shall run with the Property and are binding upon the PROPERTY OWNER and any and all successors, heirs, assignees, or lessees.

10. The STATE shall have the right to file suit in law or equity, if the PROPERTY OWNER violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the PROPERTY OWNER to cure said violations or to obtain the return of funds granted to the PROPERTY OWNER by the STATE.

11. The PROPERTY OWNER shall record these Covenants in the Recorder's Office of the County in which the subject Property is located. The STATE'S obligations with regard to the subject Property shall not become effective until the PROPERTY OWNER has furnished the STATE satisfactory proof of the aforementioned recordation.

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These CCCHP Covenants are entered into this _____ day of _____, 2017.

PROPERTY OWNER -

Signature

Name and Title (print)

Witnessed by Notary Public

State of Nevada

County of _____

On _____, personally appeared before me, a
Notary Public in and for said County and State, _____

Known to me to be the person described in and who executed the foregoing instrument, who
acknowledged to me that _____ executed the same freely and voluntarily and for the uses
and purposes therein mentioned.

Notary Public

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STATE-DEPARTMENT OF CONSERVATION, HISTORIC PRESERVATION OFFICE

Rebecca L. Palmer, State Historic Preservation Officer

ACKNOWLEDGEMENT

State of Nevada

County of **Carson**

On _____, personally appeared before me, Notary Public in and for said County and State, **REBECCA L. PALMER**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same and freely and voluntarily and for the uses and purposed therein mentioned.

Notary Public

1 **REVIEWED AS TO FORM ONLY:**

2 Adam Paul Laxalt, Attorney General

3 By: _____

4 Deputy Attorney General

ATTACHMENT C
CIVIL RIGHTS ASSURANCE

As the authorized representative of the grantee, I certify that the Grantee agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal and State 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 Grantee. The Grantee hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the Grantee's operations including those parts that have not received or benefited from public financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the Grantee by the Commission for Cultural Centers and Historic Preservation, this assurance shall obligate the Grantee, 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 public 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 Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Grantee by the State of Nevada, including installment payments after such date on account of Grantees for public financial assistance which were approved before such date.

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

Signature of Authorized Certifying Official

Title

Authorized Certifying Official (*print name*)

Date Submitted

Grantee/Organization

Grantee /Organization Mailing Address