

STATE OF NEVADA OFF-HIGHWAY VEHICLES PROGRAM
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
PROJECT FUNDING AGREEMENT

GRANTEE: CITY OF ELY

Project Number: NVOHV 19-04

Project Title: ELY OHV ACCESS ROUTE SIGNAGE PROJECT

Period Covered By This Agreement: February 1, 2019 – December 31, 2019

Project Cost:

A. State Share of Project Cost	\$ 5,490.00
B. Local Share of Project Cost	\$ 754.00
C. Total Project Cost	\$ 6,244.00 (100%)

Project Scope (Brief Description of Project):

OHV access route signage: materials purchase and installation (Salary, mileage, auger, signs, and accessories).

TERMS AND CONDITIONS

This Project Funding Agreement (“Agreement”) is made and entered into by and between the State of Nevada, represented by the Nevada Department of Conservation (“STATE”), and the City of Ely (“GRANTEE”) (referred to herein individually as “Party” or collectively as “Parties”). This Agreement is effective upon the signature of all Parties to the Agreement. This Agreement is entered into pursuant to the authority contained in Chapter 490 Nevada Revised Statutes, Nevada Commission on Off-Highway Vehicles (“Program”).

WHEREAS, the STATE will fund and administer this grant awarded to the GRANTEE.

Both Parties mutually agree to perform this Agreement with the terms, promises, conditions, project proposals and budget referenced herein and hereby made a part hereof.

In the event the GRANTEE does not make available to the STATE all necessary information to fully execute this Agreement within (3) months from receipt of this award notification; the STATE reserves the right to withdraw this grant award.

Wherever in this Agreement it shall be required or permitted that notice be given by either Party to the other, such notice must be in writing and must be given personally, or forwarded by certified mail addressed as follows:

TO THE STATE:

Nevada OHV Program, DCNR
Attn: Jenny Scanland, Executive Secretary
901 S Stewart Street, Suite 5001
Carson City, NV 89701
jscanland@ohv.nv.gov
(775) 684-2794

TO THE GRANTEE:

City of Ely
Attn: Russell Merritt *and Mike Cracraft, Public Works Supervisor*
501 Mill Street
Ely, NV 89301
rmerritt@elycity.com *and mcracraft@elycity.com*
(775) 289-2430

NOW, THEREFORE, it is agreed that:

1. The laws of the State of Nevada shall govern this Agreement.

2. This Agreement, including exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party, except to the extent incorporated in this Agreement.
3. All projects funded under the Nevada Off-Highway Vehicles Program must follow all applicable local, state, and/or federal laws pertaining to the expenditure of funds. Proof of Invitation to Bid, contracts, and any other pertinent documentation must be retained by the GRANTEE. GRANTEE should refer to the State Administrative Manual (SAM) for procurement, purchasing, and bidding. <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>
4. If travel is allowed, the following processes must be followed:
 - Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
 - The travel expense form, with original signatures, must be submitted as backup to the GRANTEE invoice.
 - GRANTEE will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs. The State currently follows the U.S. General Services Administration (GSA) rates for lodging, per-diem and mileage located at: <https://www.gsa.gov/travel-resources>
 - The STATE is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by GRANTEE for a rental vehicle.
5. The GRANTEE will duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and state laws, and all directives issued by the STATE relating to the performance of this Agreement. In addition, the following documents are hereby incorporated into this Agreement by reference:
 - a. Nevada Off-Highway Vehicles Program Request for Applications FY 2019 OHV Fall of 2018.
 - b. Application: dated Oct 29, 2018 "Ely OHV Access Route signage Project".

6. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement must be in writing and signed by each Party or an authorized representative of each Party.
7. The GRANTEE is responsible for obtaining all permits, easements, and other private and governmental agency approvals required for the project prior to the commencement of any activity.
8. The STATE or its designee, may audit project records. At all times during regular business hours and as often as the STATE requires, the GRANTEE will allow authorized representatives of the STATE full and free access to the project and to the accounts, records, and books of the GRANTEE relative hereto, including the right to make copies from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project. The STATE reserves the right to require that the records be kept for a longer period of time.
9. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend, not excluding the STATE'S right to participate, the STATE from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees, and agents.
10. The GRANTEE shall submit engineered drawings to the STATE at 100% and as built if changed during construction IF requested by the STATE. The GRANTEE will invite the STATE to attend all major project issue meetings, providing two week prior notice at a minimum.

11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. The STATE may terminate this Agreement for reason of default by the GRANTEE. Any of the following events shall constitute default:
 - a. Termination of the grant by reason or fault of the GRANTEE;
 - b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Agreement and its incorporated provisions;
 - c. Failure by the GRANTEE to make progress on the project within the Period covered by this Agreement;
 - d. Unsatisfactory financial conditions of the GRANTEE, which endanger the performance of the grant;
 - e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors that are being contested in good faith by the GRANTEE; and/or
 - f. If the Project is not completed.

The STATE shall give notice to the GRANTEE if the GRANTEE is in default. The GRANTEE shall have 30 days from receipt of notice to remedy the default. If the GRANTEE cannot remedy the default within such period of time, the STATE may terminate this Agreement. The right of the STATE to terminate this Agreement shall not impair any other rights or remedies at law or equity the STATE may have against the GRANTEE under this Agreement or under the law. No waiver of any default by the STATE under this Agreement shall be held to be a waiver of any

other subsequent default by the GRANTEE. All remedies afforded under this Agreement are cumulative and in addition to every other remedy provided herein or under the law.

14. Upon default by the GRANTEE and subsequent failure to cure, the STATE may withhold further payments, and 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 payment made to the GRANTEE.
 - c. If the Project is not completed, the GRANTEE is required to reimburse the STATE for funds expended for those portions of the Project that will not stand on their own, as determined by the STATE.

15. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts;
 - a. Contracts (except small purchases) shall contain provisions or conditions that allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. Contracts shall also provide for the termination of the contract and any other such sanctions and penalties as may be appropriate remedies for the violation or breach of contract terms.
 - b. All negotiated contracts (except small purchases) awarded by GRANTEE utilizing state grant funds shall include a provision to the effect that the STATE shall have access to any books, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and duplication. The GRANTEE shall require contractors to maintain all required records for three (3) years after GRANTEE makes final agreement with contractors.

FURTHER, THEREFORE, **disbursement of grant funds** shall be made upon compliance with the terms of this Agreement, including, but not limited to:

16. Prior to commencement of work, GRANTEE shall procure letters of commitment from partner agencies indicating the partner agencies are willing and able to provide the funds promised in the application and submit these letters to the STATE.
17. The STATE will make grant payments on a reimbursement basis only, unless specifically described otherwise in this Agreement. Reimbursements may be delayed if the requirements in Paragraph 16 hereof are not satisfied. To the extent possible, it is requested that individual payment requests total \$1,000 or more to increase processing efficiencies and to decrease administrative costs for both the STATE and the GRANTEE.
18. The GRANTEE will provide the STATE with quarterly progress reports on STATE'S report form; adhering to the following schedule:
 - a. 1st Quarter January 1 - March 31 Due April 30
 - b. 2nd Quarter April 1 - June 30 Due July 30
 - c. 3rd Quarter July 1 - September 30 Due October 30
 - d. 4th Quarter October 1 - December 31 Due January 30
19. All reimbursement requests by the GRANTEE will be submitted on the STATE'S "Reimbursement Report Form", and must include supporting documentation, including, but not limited to, paid invoices, receipt details outlining the basis for the expenditures, timesheets, other outlay documents as needed to prove expenditures, and the signature of the official responsible for approving the expenditures. The STATE reserves the right to request any additional information, related to project expenses, that the STATE determines necessary to process a grant payment.
20. A final completion report (electronic) will be submitted no later than 2 weeks prior to the Agreement termination date. (Please note that final reimbursements will not be made until satisfactory completion of the final report.)

21. The GRANTEE will maintain an accurate record of all expenditures related to the project. Records must be supported by source documentation. All services claimed as non-State share must be documented through time cards or records signed by both the employee and project supervisor.

22. All work performed and expenses occurred, including those prior to the period specified in the "Project Agreement," may be eligible for reimbursement through the Program if specifically described in this Agreement and if the GRANTEE provides documentation detailing the work performed as follows and submitted on an outlay report form:
 - a. The work is related directly towards project implementation as outlined in this Agreement;
 - b. The work performed is considered eligible for reimbursement per Program regulations and procedures as determined by the STATE;
 - c. The total grant amount specified in the Agreement does not increase.

23. The GRANTEE will notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance. The STATE reserves the right to withhold payment until acceptance of the change. Significant changes may require review by the Technical Advisory Committee. Any changes made to project documents shall be submitted to the STATE.

24. GRANTEE requests for funds exceeding this grant amount require an amendment to this Agreement and must be approved by the STATE. Requests for funds that exceed twenty-five (25) percent of the original grant amount may also require the review of the Technical Advisory Committee.

25. The making by the STATE of any payment shall not constitute nor be construed as a waiver by the STATE of any breach of covenant, or impair or prejudice any right or remedy at law or equity available to the STATE.

26. Upon receipt of the Final Completion Report, and any other documents related to the project, the STATE shall execute a release only of its rights under the Agreement to seek repayment of the grant based on default. The release shall specifically state that the GRANTEE has performed the required duties under the Agreement.
27. All reports and outreach materials will include a STATE approved NVOHV Program logo or Program name listed as supporting the project.
28. This project shall not be initiated using Program funds unless other funds supporting the complete project are secured by the GRANTEE. The STATE shall be contacted to discuss project alternatives if complete project funding is not secured.

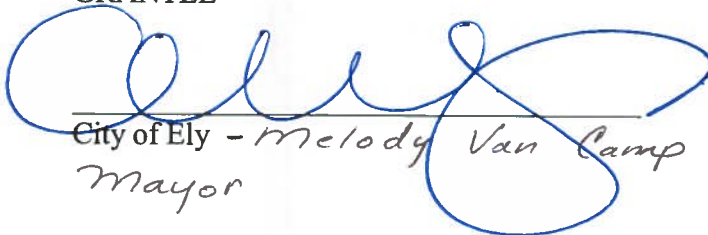
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below, and intend to be legally bound thereby.

STATE

Dominique Etchegoyhen, Deputy Director
Department of Conservation and Natural Resources

Date: _____

GRANTEE



City of Ely - Melody Van Camp
Mayor

Date: 3-29-19

