

SAMPLE FUNDING AGREEMENT

**STATE OF NEVADA
LAKE TAHOE LICENSE PLATE PROGRAM
PROJECT FUNDING AGREEMENT**

GRANTEE: _____

Project Number: _____

Project Title: _____

Period Covered By This Agreement: _____

Tax ID Number: _____

- A. Total Estimated Project Cost \$
- B. Local Share of Project Cost \$
- C. State Share of Project Cost \$
- D. State Share of Administration Cost \$
- E. **Total State Grant** \$

Project Scope (Brief Description of Project):

TERMS AND CONDITIONS

This agreement is made and entered into between the State of Nevada, represented by the Nevada Division of State Lands (DIVISION) and the *Grantee*, hereinafter referred to as "GRANTEE". 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 321 Nevada Revised Statutes, Lake Tahoe License Plate Program.

WHEREAS, the DIVISION 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 hereto and hereby made a part hereof.

In the event the GRANTEE does not make available to the Division all necessary information to fully execute this project agreement within (6) months from receipt of this award notification; the Division reserves the right to withdraw the 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:

Division of State Lands
Attn: Emily Thornley
Water Quality Program Manager
901 S Stewart Street, Suite 5003
Carson City, NV 89701
(775) 684-2736

GRANTEE

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 and 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. 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 DIVISION relating to the performance of this agreement. In addition, the following documents are hereby incorporated into this agreement by reference:
 - Lake Tahoe License Plate Grant Application: *title of proposal*
 - 2013 Lake Tahoe License Plate Program Procedures.
4. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
5. 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 construction activity.
6. The DIVISION or its designate, may audit project records. At all times during regular business hours and as often as the DIVISION requires, the GRANTEE will allow authorized representatives of the DIVISION 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 DIVISION reserves the right to require that the records be kept for a longer period of time.
7. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend, not excluding the DIVISION'S right to participate, the DIVISION 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.
8. The GRANTEE will provide, erect and maintain a sign designed as a replica of the Lake Tahoe License Plate of a size and format specified, and location approved, by the DIVISION

prior to construction if applicable, and for at least five (5) years after construction completion. Public Education Materials will include a DIVISION approved Program logo or Program name listed as supporting the project.

9. The Project shall be operated and maintained by the GRANTEE for at least 20 (twenty) years after Project completion. Failure to perform such maintenance shall require repayment of the grant amount to the DIVISION for the pro-rate portion of the remaining life of the project not maintained.
10. Public Education Materials will include a DIVISION approved Program logo or Program name listed as supporting the project.
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 the Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. The DIVISION 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 which are being contested in good faith by the GRANTEE; and/or
 - f. The Project is not completed.

The DIVISION shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the DIVISION may terminate this agreement. The right of the DIVISION to terminate this agreement shall not impair any other rights or remedies at law or equity the DIVISION may have against the GRANTEE under this agreement or under the law. No waiver of any default by the DIVISION under this funding agreement shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this funding agreement are cumulative; this is in addition to every other remedy provided therein or under the law.

14. Upon default by the GRANTEE and subsequent failure to cure, the DIVISION 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 DIVISION for funds expended for those portions of the Project that will not stand on their own, as determined by the DIVISION.
15. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts;
 - a. Contracts valued at greater than \$5,000 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.
 - b. All negotiated contracts valued at greater than \$5,000 awarded by GRANTEE utilizing state grant funds shall include a provision to the effect that the DIVISION 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 the Agreement, including but not limited to:

16. The DIVISION will make grant payments on a reimbursement basis only. Reimbursements may be delayed if the requirements in #17 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 DIVISION and the GRANTEE.
17. The GRANTEE will provide the DIVISION with the following:
 - **Quarterly progress reports**
 - **A draft final report submitted no later than 10 weeks prior to the termination date of the agreement for agency review and comment**
 - **A final report (three hard copies and one electronic) due no later than 2 weeks prior to the funding agreement termination date (please note that final reimbursements will not be made until satisfactory completion of the final report.)**
 - **Any pay request in a format prescribed by the DIVISION**
 - **And any other documentation as required.**
18. All reimbursement requests by the GRANTEE will be submitted on the DIVISION'S outlay report form and must include supporting documentation, including, but not limited to, invoices, receipt details outlining the basis for the expenditures, and the signature of the official responsible for approving the expenditures. The DIVISION reserves the right to request any additional information, related to project expenses that the DIVISION determines is necessary to process a grant payment.
19. The GRANTEE will Maintain:
 - a. 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.
20. All work performed and expenses occurred, including those prior to the period specified in the "Project Agreement" may be eligible for reimbursement through the License Plate Program 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 project agreement;

- b. The work performed is considered eligible for reimbursement per License Plate Regulations and Procedures as determined by the DIVISION;
 - c. The total grant amount specified in the project agreement does not increase.
21. The GRANTEE will notify the DIVISION immediately in writing of problems or changes in scope of work, budget, product, and performance. The DIVISION 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, including, but not limited to, plan sheets and design reports, shall be submitted to the DIVISION.
 22. GRANTEE requests for funds exceeding this grant amount requires an amendment to this agreement and must be approved by the State Lands Registrar. Requests for funds that exceed twenty-five (25) percent of the original grant amount may also require the review of the Technical Advisory Committee.
 23. The making by the DIVISION of any payment shall not constitute nor be construed as a waiver by the DIVISION of any breach of covenant, or impair or prejudice any right or remedy at law or equity available to the DIVISION.
 24. Upon receipt of the Final Completion Report, and any other documents related to the project including, but not limited to, data collected, plan sheets and design reports, the DIVISION shall execute a release only of its rights under the funding 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 funding agreement.
 25. This project shall not be initiated using Lake Tahoe License Plate funds unless other funds supporting the complete project are secured by the GRANTEE. The DIVISION shall be contacted to discuss project alternatives if complete project funding is not secured.
 26. Upon completion of the project, electronic copies of documents related to the project will be submitted to the DIVISION, and will also be posted on the TIIMS website:
<http://www.tiims.org/>

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES; DIVISION OF
STATE LANDS

Administrator
Nevada Division of State Lands

Date: _____

Water Quality Program Manager
Nevada Division of State Lands

Date: _____

GRANTEE

GRANTEE

Date: _____

SAMPLE