

Lincoln County

COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its Commission for Cultural Affairs, hereinafter referred to as "STATE, and, LINCOLN COUNTY., Hereinafter referred to as "APPLICANT. This Agreement is entered into pursuant to the authority contained in NRS 233C.200.

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

- /x/ ATTACHMENT A - Scope of Work/Budget
- /x/ ATTACHMENT B - Covenants
- /x/ ATTACHMENT C - Assurances

WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of \$26,000.00 to assist in the restoration of the Panaca Heritage Center BEFORE, the APPLICANT in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws
2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the STATE full and free access to the project and to the accounts, records, and books of the APPLICANT relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. Indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement.
4. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant quarterly and during the term of this Agreement and any amendments thereto. A final completion report shall be submitted by the APPLICANT in a format prescribed by the STATE within sixty(60)days of the completion of the project named herein.

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5. Maintain:

- a. An accurate record of all expenditures related to the project. Records must be supported by source documentation. Audits may be required by the STATE. Such audits shall be at the expense of the applicant and are considered an allowable project cost.
- 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 and itemized invoices.
- c. A comparison of actual expenditures with budgeted amounts for the Agreement.

6. 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.

7. Following the notification of the grant award and before work begins, the APPLICANT will attend a project conference held by the STATE. It is the responsibility of the APPLICANT to coordinate the conference date and time.

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

1. Payment of the grant shall be made upon compliance with the terms the Agreement.
 - a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
 - b. The submission of satisfactory progress reports as referred to above.

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- c. The submission of a Certificate of Eligible Actual Costs/Request for Reimbursement which must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accompany all requests for reimbursements.
 - d. The STATE may, at its discretion, retain ten percent (10%) of the STATES Contribution to the project. When the final completion report and Proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.
 - e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f. The making of the STATE of any progress payment shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or 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 Interior by the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs."

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3. The STATE or the applicant 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 two parties 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.
4. If the APPLICANT 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 APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE. Such suit may be brought in the District Court of the county in which the property is located.
5. The commencement date for all work to be performed under this Agreement is 12/18/00. The termination or end date is 12/30/01. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. All requests for reimbursement must be submitted to the STATE no later than 1/15/02. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding Agreement.
6. This funding Agreement shall be construed and interpreted according to the laws of the State of Nevada.
7. All work conducted by the APPLICANT shall be assessed by the staff of the Commission for Cultural Affairs for adequacy of performance. If work does not meet the terms of this Agreement, the APPLICANT shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the Commission for Cultural Affairs.
8. The APPLICANT agrees to revert to the STATE all funds contributed to the project by the Commission for Cultural Affairs if the terms of this Agreement are not met by the

**ATTACHMENT A
SCOPE OF WORK/BUDGET**

Project Scope: Rehabilitation of the Panaca Heritage Center, Lincoln County, using Commission for Cultural Affairs (CCA) funds.

This project will support the completion of the following:

- **Floor treatment**
remove flooring, attic
install 9.5" microlams to each floor joist, attic
pour concrete floor, basement
sand and seal floors, main and attic levels
replace existing stairs and handrail, basement
add handrail to stairway, attic
- **Ceiling treatment**
sheetrock attic level
insulate roof, attic
- **Wall treatment**
replace and add upright supports along side walls with 2X6s, attic
replace and add crown braces, attic
sheetrock, attic
patch walls, basement
- **Administration**

State Historic Preservation Office (SHPO) and CCA project stipulations:

1. All work will conform with the *Secretary of Interior's Standards for Rehabilitation* unless otherwise approved by the SHPO;
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins;
3. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO;
4. The applicant/grantee will provide the SHPO with quarterly updates on project progress;
5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO;
6. The grant recipient agrees to notify the Commission when there are fundamental changes to the programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

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ATTACHMENT A SCOPE OF WORK/BUDGET

Participant:		Lincoln County	
Project Title:		Panama Heritage	
Termination Date:		30-Dec-01	
Project I.D. #		CCA-00-11	
PROJECT COSTS:			
CCA - State Bonds			\$24,000.00
Participant:			\$0.00
TOTAL			\$24,000.00
Itemized Budget:			
Ceiling Treatment			\$5,000.00
Wall Treatment			\$11,700.00
Floor Treatment			\$17,200.00
Administration			\$100.00
Total Project Costs			\$24,000.00

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ATTACHMENT B

COVENANTS

1 These Covenants are made and entered into between the State of Nevada,
2 acting by and through the Commission for Cultural Affairs, hereinafter
3 referred to as "STATE" and Lincoln County
4 hereinafter referred to as "APPLICANT", for the purpose of the of the property
5 known as the Panaca Heritage Center
6 which is owned in fee simple by the APPLICANT.

7 The property is comprised essentially of grounds, collateral, appurtenances,
8 and improvements. The property is more particularly described as follows:
9 [cite references, including repository, book, and page number(s)].

10 The Northeast Quarter (NE 1/4) of Lot Two (2) in Block Twenty-Six (26)
11 in the Town of Panaca, Lincoln County, Nevada.
12 Cited in Book #90, pages 195 and 196 in the Lincoln County Records
13 Office.

14
15 In consideration of the sum \$26,000.00 received
16 in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
17 to the following for a period of ending December 18, 2010.

- 18 1. The APPLICANT agrees to assume the cost of the continued maintenance
19 and repair of said property so as to preserve the architectural,
20 historical, cultural and/or archeological integrity of the same,
21 in order to protect and enhance those qualities which make it
22 historically significant as determined by the State Historic
23 Preservation Officer, hereinafter referred to as "SHPO".
- 24 2. The APPLICANT agrees that no visual or structural alterations
25 will be made to the property without prior written permission
26 of the SHPO.
- 27 3. The APPLICANT agrees that the STATE, its agents and designees,
28 shall have the right to inspect the property at all reasonable
29 times, in order to ascertain whether or not the conditions of
30 these Covenants are being observed.
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1 4. The APPLICANT agrees that when the property is not clearly visible
2 from a public right-of-way or includes interior work assisted
3 with State of Nevada, Commission for Cultural Affairs grant funds,
4 the property will be open to the public no less than twelve (12)
5 days a year on an equitable spaced basis and at other times by
6 appointment. Nothing in these Covenants will prohibit the APPLICANT
7 from charging a reasonable, nondiscriminatory admission fee,
8 comparable to fees charged at similar facilities in the area.

9 5. The APPLICANT further agrees that when the property is not open
10 to the public on a continuing basis, and when the improvements
11 assisted with State of Nevada Commission for Cultural Affairs
12 grant funds are not visible from the public way, notification
13 will be published for three consecutive working days, no less
14 than one week prior to the opening date in one newspaper of general
15 circulation in the community area in which the property is located.
16 The advertisement shall give the dates and times when the property
17 will be open. Documentation of such notice will be furnished
18 annually to the SHPO during the term of these Covenants.

19 These restraints shall run with the property and are binding upon
20 the APPLICANT and any and all successors, heirs, assignees, or leasees.

21 The STATE shall have the right to file suit in law or equity, if the
22 APPLICANT violates any of the restraints of these Covenants. The purpose
23 of the suit shall be to cause the APPLICANT to cure said violations or
24 to obtain the return of funds granted to the APPLICANT by the State of
25 Nevada Commission for Cultural Affairs.

26 The APPLICANT shall record these Covenants in the Recorder's Office
27 of the county in which the subject property is located. The STATE'S obligations
28 with regard to the subject property shall not become effective until the
29 APPLICANT has furnished to the STATE satisfactory proof of the aforementioned
30 recordation.

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These Covenants are entered into this 20th day of Dec, 1900.

[Signature]
Applicant

Department of Museums, Library, and Arts

[Signature] Date
Ronald M. James
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: [Signature] 1/24/01
Melanie Meehan-Crossley
Deputy Attorney General

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NO. **115955**

FILED AND RECORDED AT REQUEST OF
PHYLLIS ROBITOW, GRANTS ADMIN.

FEBRUARY 12, 2001

00 MINS FAST 04 O'CLOCK
PM IN BOOK 153 OF OFFICIAL
RECORDS PAGE 229 LINCOLN

BRANTLEY, MISSOURI
LESLIE BOUCHER
COUNTY RECORDER

BY [Signature] DEPUTY