



SHAWNYNE GARREN, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name: Groff Bonar

Department: Community Services

Item ID/Agreement #: DC-1051-2024

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

NO. DC-1051-2024

8/20/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

STATE OF NEVADA

NEVADA CONSERVATION AND RECREATION PROGRAM

GRANT FUNDING AGREEMENT

This Funding Agreement is made this 21st day of June, 2024 by and between the Nevada State Department of Conservation and Natural Resources, Nevada Conservation and Recreation Program, hereby (“PROGRAM”), Douglas County, hereby (“RECIPIENT”), and collectively as (“PARTIES”). The PARTIES hereby agree that any approval of RECIPIENT’S Project, and subsequent award of funds, if any, are expressly conditioned upon, and subject to the terms and conditions herein.

RECITALS

WHEREAS: The PROGRAM was established by the 80th Session of the Nevada Legislature through the 2019 Statutes of Nevada, Chapter 480, authorizing the issuance of general obligations bonds to protect, preserve, and obtain the benefits of the property and natural and cultural resources of the State of Nevada; and

WHEREAS: The Nevada legislature authorized the issuance of bonds for the PROGRAM through Assembly Bill 492 (2021) and Assembly Bill 1 (2023-34th Special Session); and

WHEREAS: The PROGRAM adopted regulations for the administration and implementation of grants per the 2019 Statutes of Nevada, Chapter 480, Section 2(10) posted to the programs website through LCB File No. R025-22; and

WHEREAS: This Funding Agreement shall not become effective, and no grant shall issue, unless this Funding Agreement is both duly approved by the Director of the PROGRAM and duly executed by the PARTIES; and

WHEREAS: Upon satisfaction of all condition precedents and successful award of grant under the PROGRAM, this Funding Agreement shall be a binding agreement between the PARTIES, expressly

1 governing the relative rights, obligations, and responsibilities of the PARTIES upon which this grant is
2 expressly conditioned; and

3 WHEREAS: This Funding agreement is subject to the laws and decisions of the State of Nevada and
4 does not supersede any provision of law, regulations, codes, ordinances, or decisions of the State of Nevada.
5 To the extent any term herein is vague, or ambiguous, or conflicts with any provision of law, regulations,
6 codes, ordinances, or decisions of the State of Nevada, including, but not limited to (the 2019 Statutes of
7 Nevada, Nevada Revised Statute 480, and PROGRAM regulations) that provision of law, regulation, code,
8 ordinance, or decision of the State of Nevada shall govern; and

9 WHEREAS: The PROGRAM shall have sole, exclusive, and absolute authority including, but not
10 limited to, its sole, exclusive, and absolute right to consider, reject, approve, deny, modify, or condition any
11 request, modification, change, or alteration under this Funding Agreement proposed or petitioned by
12 RECIPIENT to the fullest extent permitted by law. Nothing in this Funding Agreement shall be construed
13 otherwise, nor construed to create an affirmative duty on behalf of the PROGRAM in conflict of its sole,
14 absolute, and exclusive discretionary authority.

15 **DEFINITIONS**

- 16 1. Nevada Conservation and Recreation Program ("PROGRAM"): The Conserve Nevada Program,
17 housed in the NDCNR Director's Office, responsible for the administration of the Nevada
18 Conservation and Recreation Fund of the Nevada Department of Conservation and Natural Resources
19 pursuant to its authority under the 2019 Statutes of Nevada, and Nevada Revised Statute 480, including
20 its agencies, political subdivisions, officers, Director, employees, and immune contractors.
- 21 2. RECIPIENT: shall include, the entity or person, and its successors, assignees, employees,
22 subcontractors, directors, agents, and any other entity or person to whom the RECIPIENT owes a legal
23 duty to indemnify, including those who RECIPIENT may be held vicariously liable for.

- 1 3. Bond Cash on Hand: Bond proceeds held, as unexpended, by the recipient during any stage of a
2 covered project.
- 3 4. Cash Advance: Direct transfer of funds to cover eligible expenditures that will occur within 90 days
4 of transfer.
- 5 5. Cash Reimbursement: Direct payment to the recipient in cash for eligible actual expenditures incurred
6 after April 30, 2024.
- 7 6. Department: The Nevada Department of Conservation and Natural Resources (NDCNR).
- 8 7. Director: The Director of the Nevada Department of Conservation and Natural Resources or their
9 successor, substitute or designee.
- 10 8. Eligible Expenses: Expenses that are directly related to the PROJECT that are approved by the
11 PROGRAM including but not limited to, appropriate expenses related to the project's scope which
12 may include acquisition, planning, design, construction, and those expenditures approved by the
13 PROGRAM as direct project costs.
- 14 9. Form: Documentation, paperwork, or digital grant management system utilized for the administration
15 of the PROGRAM. The PROGRAM has the sole discretion to amend, update, or modify the forms
16 and processes for grant management including the modification of the documentation, or method in
17 which a quarterly report, outlay request (disbursement), work program, is submitted to the program.
18 This may include the adoption of a grant management system for the administration of the program.
- 19 10. Match: Money and/or value of services, material or equipment that have been or will be expended or
20 utilized prior to the completion of a covered project as an allowable expenditure under the work plan.
- 21 11. Work Plan: A Work Plan is a form available by the PROGRAM for reporting purposes. This form is
22 utilized for initial authorization of a project by the Director of the PROGRAM.
- 23 12. Project: Exclusively that which is described under the heading PROJECT DESCRIPTION.

1 13. Outlay Request (Disbursement): A form provided and approved by the PROGRAM that is required as
2 a prerequisite for consideration by the PROGRAM for a request of cash reimbursement or advance to
3 disburse funding.

4 14. Quarterly Report: A completed form provided by the PROGRAM for the purpose of a quarterly update
5 on the progress of the Project.

6 15. State: the State of Nevada, its Department of Conservation and Natural Resources and its agencies,
7 political subdivisions, officers, directors, employees, and immune contractors.

8 **PROJECT DESCRIPTION**

9 The PROGRAM will provide up to FORTY-FIVE THOUSAND DOLLARS (\$45,000) in grant funding
10 in accordance with the RECIPIENTS grant application and the terms of this funding agreement to the
11 RECIPIENT for implementation of the project specified within their grant application. The RECIPIENT
12 will provide FIVE THOUSAND DOLLARS (\$5,000) in match funding
13 for the implementation of the project. The project scope includes the
14 following: The RECIPIENT will develop a master plan document for the Douglas County Fairgrounds.
15 This master plan document will include a site analysis, circulation and access plan, phasing and
16 implementation of the fairgrounds development. The master plan will include a site layout, facility plan,
17 maps, outdoor recreation facility development elements including campsites and recreational plans that
18 will assess and explore development of amenities and linkage to 600 acres of adjacent BLM land. The
19 RECIPIENT will provide a draft and finalized plan to the PROGRAM. Specific details of the project
20 may be found in the attached application

21 **INCORPORATION OF DOCUMENTS**

22 This funding agreement incorporates the following documents as part of the agreement.

- 23 1. 2019 Statutes of Nevada, Chapter 480

- 1 2. Conserve Nevada Program Regulations, LCB File No. R025-22
- 2 3. Grant Application

3 **SECTION I**

4 **GENERAL DUTIES AND OBLIGATIONS PRIOR TO PROJECT APPROVAL**

5 1. RECIPIENT hereby acknowledges that it must submit a Work Plan for approval by the
6 Director for consideration of any prospective Project, or no consideration will be given to the prospective
7 Project by the PROGRAM.

8 2. RECIPIENT shall provide a brief description of its proposed project by providing the
9 following information as a Work Plan:

- 10 a) Project name and narrative project description (scope of work).
- 11 b) Project contact information.
- 12 c) An explanation justifying use and eligibility of Conserve Nevada funds.
- 13 d) A state vendor number
- 14 c) A project schedule which shall include all major project stages and the
15 substantial completion and final completion date.
- 16 d) Project budget to include specific line items and Conserve Nevada funding
17 request.
- 18 e) A twenty-year maintenance plan.
- 19 f) If applicable, identification and demonstration of required match for bond
20 funds.

21 3. RECIPIENT hereby warrants that it shall not engage in any affirmative act in furtherance of
22 the Project Agreement this Funding Agreement, or under color of the Agreement, or its auspices, unless,
23 and until RECIPIENT has received the Director's final approval of RECIPIENT'S Work Plan.

1 4. RECIPIENT hereby warrants and acknowledges that the failure to satisfy these requirements
2 in their entirety, or the failure to otherwise qualify under the regulations of the PROGRAM shall result
3 in immediate rejection of RECIPIENT's prospective Project.

4 **SECTION II**

5 **GENERAL DUTIES AND OBLIGATIONS POST PROJECT APPROVAL**

6 1. **RESPONSIBILITY OF FUNDS:** RECIPIENT hereby warrants that it shall bear the full
7 responsibility of properly administering funds allocated by the PROGRAM. RECIPIENT further
8 warrants that it shall abide by commercially reasonable accounting measures, specifically including,
9 but not limited to, regularly retaining a complete and accurate accounting of all funds, including for
10 Bond Cash on Hand and Match. RECIPIENT hereby acknowledges and agrees that it is the
11 RECIPIENT's sole and exclusive responsibility to prevent project overruns, budget deficits or other
12 shortfalls. RECIPIENT hereby acknowledges and agrees that the State shall not be obligated to
13 supplement project funds in excess of any approved project budget.

14 2. **TIMELINE:** RECIPIENT hereby acknowledges and warrants that it shall meet the
15 applicable timelines established by the PROGRAM.

- 16 1. RECIPIENT shall complete the scope of work on this Project prior to December 1, 2026.
17 2. RECIPIENT shall expend 85% of all PROGRAM awarded funds by October 1, 2026.
18 3. RECIPIENT shall not commit PROGRAM derived funds after February 1, 2025.
19 RECIPIENT shall provide proof of commitment and a project timeline prior to February
20 1, 2025. Any funds not committed by the deadline will be reapportioned to other projects
21 by the PROGRAM.
22 4. RECIPIENT shall expend PROGRAM funding at regular intervals. If the recipient fails to

1 respond to a funding inquiry within 30 days the PROGRAM may reappportion this grant
2 award to another project.

3 3. **LIMITATION(S) ON USE OF FUNDS:** RECIPIENT hereby warrants that any Bond Cash
4 on Hand approved under this agreement shall only be used for authorized projects. RECIPIENT
5 further acknowledges that No Bond Cash on Hand shall be eligible for consideration by the
6 PROGRAM unless the Project began on or after April 30, 2022. RECIPIENT further acknowledges
7 that no cash reimbursement for Eligible Expenses shall be considered by the PROGRAM incurred
8 prior to April 30, 2022. RECIPIENT further acknowledges that, if approved, Eligible Expenses
9 incurred after April 30, 2022, submitted for consideration by the PROGRAM shall only receive
10 credit against its match requirement.

11 4. **STANDARD OF CARE:** RECIPIENT hereby warrants that all acts taken by RECIPIENT
12 in furtherance of this Funding Agreement, including, but not limited to, expenditures and
13 procurement activities shall be in strict compliance with all applicable provisions of law, regulations,
14 codes, ordinances, or decisions of the State of Nevada, and any other binding authority, including,
15 but not limited to the enabling legislation, program regulations, customary norms and practices, and
16 commercially reasonable accounting principles. RECIPIENT further warrants that it shall review all
17 documents for correctness and accuracy prior to submittal to the PROGRAM. RECIPIENT further
18 warrants that all submittals shall be timely, and that any errors, omissions, mistakes or
19 misrepresentations within documents post-submittal are immediately brought to the attention of the
20 PROGRAM.

21 5. **APPROVAL REQUIRED:** RECIPIENT hereby warrants that it shall receive approval
22 from the Director prior to authorizing, modifying, or entering into any agreements that may affect,
23 or alter the approved Project. RECIPIENT further warrants that any and all changes to the

1 approved Project’s scope, budget, or schedule shall be documented on a revised Work Plan and
2 approved by the Director prior to their implementation by RECIPIENT.

3 6. **ADVERTISEMENT:** RECIPIENT hereby warrants that it shall prominently recognize
4 the PROGRAM as: the “Conserve Nevada Program” in any approved Project signage, press
5 releases, or communications when referring to the sources of RECIPIENT’S funding for its
6 approved Project. RECIPIENT further warrants it shall include the logo of the PROGRAM in a
7 morally appropriate fashion in all approved Project signage. RECIPIENT further warrants that it
8 shall coordinate with the PROGRAM prior to any press release related to approved projects.

9 7. **PERIODIC REPORTING:** RECIPIENT shall submit Quarterly Reports to the
10 PROGRAM on a form prescribed by the PROGRAM. The Quarterly Report should include a
11 narrative project status update of scope and tasks completed and in progress, scheduled
12 milestones completed and in progress, problems encountered, and any significant budget or
13 schedule risks to the project that could result in time delays or adjustment to the completion date.
14 Quarterly Reports should include support materials such as plans, mockups, photos, press
15 releases/media outreach, or other documentation of progress. Quarterly Reports must be
16 submitted on or before October 31, January 31, April 30, and July 31 until the project is
17 completed.

18 **NOTICE: Supplementation of the quarterly reporting requirement in this section**
19 **may be required in accordance with General Requirements set forth above.**

20 RECIPIENT shall submit a close-out report on a form provided by the PROGRAM
21 simultaneously upon completion of the Project. RECIPIENT shall include with its close-out
22 report a summary fact sheet, photos, and other supporting materials as may be requested by the
23 PROGRAM.

1 **SECTION III**

2 **REIMBURSEMENT AND CASH ADVANCES**

3 RECIPIENT's request for Cash Advances and Cash Reimbursements shall follow the prescribed
4 regulations, and are subject to the following additional conditions:

- 5 a) If a recipient requests an advance or cash reimbursement it must be
6 submitted on the outlay request form provided by the PROGRAM and
7 must be accounted for on at least a quarterly basis until funds have been
8 expended.
- 9 b) Requests for an advance may not exceed the total amount approved for a
10 project by Conserve Nevada Program through the Director.
- 11 c) Requests for reimbursements/advances may not exceed the total amount
12 approved (bond share) for a given project.
- 13 d) Funds will not be disbursed for the purpose of accruing interest. Any
14 interest earned on Conserve Nevada Program funds must be reverted to
15 the Conserve Nevada Program budget account.
- 16 e) The recipient should not commingle Conserve Nevada Program
17 expenditures/funds with non-Conserve Nevada related expenditures/funds
18 and must separately account for expenditures and revenue sources.
- 19 f) The recipient shall provide an itemized expense ledger along with the
20 outlay request form.

21 1. Cash Reimbursements, if approved, shall be made by direct payment to the
22 recipient for Eligible Expenses incurred after April 30, 2022. No request for cash reimbursement shall be
23 considered by the PROGRAM unless such request is made on the PROGRAM'S outlay form, and

1 submitted with all relevant and appropriate receipts, invoices, and other supporting materials for
2 expenditures. All cash reimbursement requests shall be submitted by RECIPIENT at least quarterly. Upon
3 approval of a new reimbursement, the PROGRAM shall not disperse any monetary payment unless, and
4 until RECIPIENT has submitted proof of payment, that is true and accurate, for its last reimbursement or
5 advance without request by the PROGRAM.

6 2. Cash Advances, if approved, shall not be considered by the PROGRAM unless
7 made on the PROGRAM'S outlay form. The requested advance amount shall be based on realistic
8 expenditure projections as contained in the cash flow projections submitted to the PROGRAM. Any
9 approved Cash advance not liquidated within 90 days from receipt is null and void. Cash advances shall
10 only be granted as an extraordinary measure of relief, based upon a strong showing of good cause, and
11 not as a matter of right.

12 **BOND CASH ON HAND, EXCESS BALANCES**

13 1. Bond Cash on Hand, or other excess balances are subject to the following additional
14 conditions:

15 2. Bond Cash on Hand must be spent within 1 year of receipt. The PROGRAM may
16 require the return of any unspent advance amount at the end of a 90-day period. Any funds not spent
17 within 1 year from receipt shall be automatically reverted to the PROGRAM Budget, unless a request for
18 extension is granted or pre-approved by the PROGRAM in writing. Approval of a request for an extension
19 shall be at the discretion of the Director. Without limitation, the Director may reallocate available bond
20 proceeds to another project if it becomes evident that recipient is unable to expend available funds within
21 3 years of a bond sale.

22 3. Bond Cash on Hand may be subject to arbitrage penalties which the recipient may
23 be required to pay from sources other than bond proceeds at the sole discretion of the PROGRAM.

1 PROGRAM of the Nevada Department of Conservation and Natural Resources prior to the transfer of title
2 or establishment of a conservation easement or nonrevocable deed restriction with an appropriate
3 reversionary clause as specified by the Director. The PROGRAM and the Director in coordination with
4 the Division of State Lands shall review and approve documents pertaining to these actions in accordance
5 with the 2019 Statutes of Nevada, Chapter 480 and the laws and regulations of the State of Nevada prior
6 to their execution.

7 3. RECIPIENT shall provide the final recorded documents, sale agreement, or any
8 other document related to the transaction to the PROGRAM prior to Project completion.

9 4. RECIPIENT agrees to conform to all program regulations pertaining to the
10 acquisition of real estate/water or interest in land/water and will comply with Section 36 of the Conserve
11 Nevada Program Regulations.

12 **ADDITIONAL PROVISIONS**

13 1. **AUDITS:** RECIPIENT hereby consents to audits or site visits upon request by the
14 PROGRAM and must allow PROGRAM access to applicable records or project sites. If any audit finding
15 detects a discrepancy, error, or other indicia indicating an overpayment was made by the PROGRAM, or
16 ineligible costs were incurred (either match or bond proceeds), the overpayment or the ineligible expense
17 shall be repaid to the PROGRAM within 30 days of demand for repayment. Should RECIPIENT fail to
18 repay within 30 days, PROGRAM may invoke any remedy available under this Funding Agreement, or
19 any other remedy available to it by law or equity.

20 2. **INDEMNIFICATION:** To the fullest extent permitted by NRS Chapter 41, RECIPIENT shall
21 indemnify, hold harmless and defend, not excluding the other's right to participate, the PROGRAM, its
22 directors, employees, contractors, agents, agencies, departments, or affiliated agencies from and against
23 all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

1 attorneys' fees and costs, arising out of any breach of the obligations of RECIPIENT under this agreement,
2 or any alleged negligent or willful acts or omissions of RECIPIENT, its officers, employees and agents.
3 The obligation to indemnify shall apply in all cases except for claims arising solely from the PROGRAM's
4 own negligence or willful misconduct. The duty to defend may be invoked pending commencement of
5 litigation at the request of the PROGRAM arising from this Funding Agreement.

6 **3. FUNDING AGREEMENT TERMINATION:**
7

8 A. Termination Without Cause. PROGRAM unilaterally may terminate this Funding Agreement
9 without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*.
10 If this Funding Agreement is unilaterally terminated by the State, RECIPIENT shall use its best efforts to
11 minimize cost to the State and RECIPIENT will not be paid for any cost that RECIPIENT could have
12 avoided.

13 B. PROGRAM Termination for Non-Appropriation. The continuation of this Funding Agreement
14 beyond the current biennium is subject to and contingent upon sufficient funds being appropriated,
15 budgeted, and otherwise made available to the PROGRAM. The PROGRAM may terminate this Funding
16 Agreement, and RECIPIENT waives any and all claims(s) for damages, effective immediately upon
17 receipt of written notice (or any date specified therein) if for any reason the PROGRAM's funding is not
18 appropriated or is withdrawn, limited, or impaired.

19 C. Termination with Cause for Breach. A breach may be declared with or without termination. A
20 notice of breach and termination shall specify the date of termination of the Funding Agreement, which
21 shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection D.
22 This Funding Agreement may be terminated by either party upon written notice of breach to the other
23 party on the following grounds:

- 1) If RECIPIENT fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Funding Agreement within the time requirements specified in this Funding Agreement or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by RECIPIENT to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the PROGRAM materially breaches any material duty under this Funding Agreement and any such breach impairs RECIPIENT'S ability to perform; or
- 5) If it is found by the PROGRAM that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by RECIPIENT, or any agent or representative of RECIPIENT, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement; or
- 6) If it is found by the PROGRAM that RECIPIENT has failed to disclose any material conflict of interest relative to the performance of this Funding Agreement.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within

1 fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party,
2 showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the
3 time for termination of the Funding Agreement upon breach under subsection 10C, above, shall run
4 concurrently, unless the notice expressly states otherwise.

5 E. Winding Up Affairs Upon Termination. In the event of termination of this Funding
6 Agreement for any reason, the PARTIES agree that the provisions of this Section survive termination:

- 7 1) The parties shall account for and properly present to each other all claims for fees and expenses
8 and pay those which are undisputed and otherwise not subject to set off under this Funding
9 Agreement. Neither party may withhold performance of winding up provisions solely based
10 on nonpayment of fees or expenses accrued up to the time of termination;
- 11 2) RECIPIENT shall satisfactorily complete work in progress at the agreed rate (or a pro rata
12 basis if necessary) if so requested by the PROGRAM;
- 13 3) RECIPIENT shall execute any documents and take any actions necessary to effectuate an
14 assignment of this Funding Agreement if so requested by the PROGRAM;
- 15 4) RECIPIENT shall preserve, protect and promptly deliver into PROGRAM possession all
16 proprietary information in accordance with *Section 21, State Ownership of Proprietary*
17 *Information.*

18 4. **REMEDIES.** Except as otherwise provided for by law or this Funding Agreement, the rights
19 and remedies of the PARTIES shall not be exclusive and are in addition to any other rights and remedies
20 provided by law or equity, including, without limitation, actual damages, and to a prevailing party
21 reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the
22 parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty
23 dollars (\$150.00) per hour. The PROGRAM may set off consideration against any unpaid obligation of

1 RECIPIENT to any State agency. In the event RECIPIENT voluntarily or involuntarily becomes subject
2 to the jurisdiction of the Bankruptcy Court, the PROGRAM may set off consideration against any unpaid
3 obligation of RECIPIENT to PROGRAM, to the extent allowed by bankruptcy law.

4 5. **LIMITED LIABILITY.** The PROGRAM will not waive and intends to assert available
5 NRS Chapter 41 liability limitations in all cases. Funding Agreement liability of both parties shall not
6 be subject to punitive damages. Damages for any PROGRAM breach shall never exceed the amount of
7 funds appropriated for payment under this Funding Agreement, but not yet paid to RECIPIENT, for the
8 Fiscal Year budget in existence at the time of the breach. RECIPIENT'S tort liability shall not be limited.

9 6. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Funding
10 Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of
11 public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts
12 of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the
13 intervening cause must not be through the fault of the party asserting such an excuse, and the excused
14 party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the
15 intervening cause ceases.

16 7. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the PROGRAM,
17 RECIPIENT must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall
18 meet the terms and conditions as specified within this Funding Agreement along with the additional
19 limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. PROGRAM
20 shall have no liability except as specifically provided in the Funding Agreement.

21 RECIPIENT shall not commence work before RECIPIENT has provided the required evidence
22 of insurance to the PROGRAM. PROGRAM's approval of any changes to insurance coverage during
23 the course of performance shall constitute an ongoing condition subsequent to this Funding

1 Agreement. Any failure of the PROGRAM to timely approve shall not constitute a waiver of the
2 condition.

3 A. Insurance Coverage.

4 RECIPIENT shall, at RECIPIENT'S sole expense, procure, maintain and keep in force for the
5 duration of the Funding Agreement insurance conforming to the minimum limits as specified in
6 *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise
7 agreed to by the PROGRAM, the required insurance shall be in effect prior to the commencement
8 of work by RECIPIENT and shall continue in force as appropriate until:

- 9 1) Final acceptance by the PROGRAM of the completion of this Funding Agreement; or
10 2) Such time as the insurance is no longer required by the PROGRAM under the terms of this
11 Funding Agreement; whichever occurs later.

12 Any insurance or self-insurance available to the PROGRAM shall be in excess of and non-
13 contributing with, any insurance required from RECIPIENT. RECIPIENT insurance policies shall
14 apply on a primary basis. Until such time as the insurance is no longer required by the PROGRAM,
15 RECIPIENT shall provide the PROGRAM with renewal or replacement evidence of insurance no
16 less than thirty (30) days before the expiration or replacement of the required insurance. If at any
17 time during the period when insurance is required by the Funding Agreement, an insurer or surety
18 shall fail to comply with the requirements of this Funding Agreement, as soon as RECIPIENT has
19 knowledge of any such failure, RECIPIENT shall immediately notify the PROGRAM and
20 immediately replace such insurance or bond with an insurer meeting the requirements.

21 B. General Requirements.

- 22 1) Additional Insured: By endorsement to the general liability insurance policy, the State of
23 Nevada, the PROGRAM its officers, employees and immune independent Contractors as

1 defined in NRS 41.0307 shall be named as additional insureds for all liability arising from
2 the Funding Agreement.

- 3 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation
4 against the State of Nevada, the PROGRAM its officers, employees and immune Contractors
5 as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or
6 provided by or on behalf of RECIPIENT.
- 7 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would
8 be achieved under the standard ISO separation of insureds clause.
- 9 4) Deductibles and Self-Insured Retentions: Insurance maintained by RECIPIENT shall apply
10 on a first dollar basis without application of a deductible or self-insured retention unless
11 otherwise specifically agreed to by the State. Such approval shall not relieve RECIPIENT
12 from the obligation to pay any deductible or self-insured retention. Any deductible or self-
13 insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless
14 otherwise approved by the Risk Management Division.
- 15 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each
16 insurance policy shall be endorsed to state that without thirty (30) days prior written notice to
17 the State of Nevada, c/o the PROGRAM, the policy shall not be canceled, non-renewed or
18 coverage and/or limits reduced or materially altered, and shall provide that notices required by
19 this Section shall be sent by certified mail to the address shown on page one (1) of this Funding
20 Agreement.
- 21 6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance. Prior to the start of any work, Funding RECIPIENT must provide the following documents to the PROGRAM:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of RECIPIENT. The certificate must name the State of Nevada, the PROGRAM its officers, employees and immune independent Contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Funding Agreement number; description and Funding Agreement effective dates shall be noted on the certificate, and upon renewal of the policies listed, RECIPIENT shall furnish the PROGRAM with replacement certificates as described within *Section 16A, Insurance Coverage.*

**NOTICE: Mail all required insurance documents to the State
PROGRAM identified on Page one of the Funding Agreement.**

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements.*

1 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to
2 comply with minimum limits, a copy of the underlying Schedule from the Umbrella or
3 Excess insurance policy may be required.

4 4) Review and Approval: Documents specified above must be submitted for review and
5 approval by the PROGRAM prior to the commencement of work by RECIPIENT. Neither
6 approval by the PROGRAM nor failure to disapprove the insurance furnished by
7 RECIPIENT shall relieve RECIPIENT of RECIPIENT'S full responsibility to provide the
8 insurance required by this Funding Agreement. Compliance with the insurance requirements
9 of this Funding Agreement shall not limit the liability of RECIPIENT to the PROGRAM, or
10 others and shall be in addition to and not in lieu of any other remedy available to the
11 PRGORAM under this Funding Agreement or otherwise. The PROGRAM reserves the right
12 to request and review a copy of any required insurance policy or endorsement to assure
13 compliance with these requirements.

14 8. **COMPLIANCE WITH LEGAL OBLIGATIONS.** RECIPIENT shall procure and maintain
15 for the duration of this Funding Agreement any state, county, city or federal license,
16 authorization, waiver, permit qualification or certification required by statute, ordinance, law, or
17 regulation to be held by RECIPIENT to provide the goods or services required by this Funding
18 Agreement. RECIPIENT shall provide proof of its compliance upon request of the PROGRAM.
19 RECIPIENT will be responsible to pay all taxes, assessments, fees, premiums, permits, and
20 licenses required by law. Real property and personal property taxes are the responsibility of
21 RECIPIENT in accordance with NRS 361.157 and NRS 361.159. RECIPIENT agrees to be
22 responsible for payment of any such government obligations not paid by RECIPIENT during
23 performance of this Funding Agreement. RECIPIENT shall agree to comply with all laws,

1 policies, and regulations pertaining to the PROGRAM and must submit project and budget
2 information on forms prescribed by the PROGRAM and within specified deadlines.

3 9. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular
4 breach of the Funding Agreement or its material or nonmaterial terms by either party shall not
5 operate as a waiver by such party of any of its rights or remedies as to any other breach.

6 10. **SEVERABILITY.** If any provision contained in this Funding Agreement is held to be
7 unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such
8 provision did not exist and the non-enforceability of such provision shall not be held to render
9 any other provision or provisions of this Funding Agreement unenforceable.

10 11. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this
11 Funding Agreement changes the duty of either party, increases the burden or risk involved,
12 impairs the chances of obtaining the performance of this Funding Agreement, attempts to operate
13 as a novation, or includes a waiver or abrogation of any defense to payment by the PROGRAM,
14 such offending portion of the assignment shall be void, and shall be a breach of this Funding
15 Agreement. RECIPIENT shall neither assign, transfer nor delegate any rights, obligations nor
16 duties under this Funding Agreement without the prior written consent of the PROGRAM.

17 12. **PROGRAM OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or
18 information provided by the PROGRAM to RECIPIENT and any documents or materials
19 provided by the PROGRAM to RECIPIENT in the course of this Funding Agreement (“Program
20 Materials”) shall be and remain the exclusive property of the PROGRAM and all such Program
21 Materials shall be delivered into PROGRAM possession by RECIPIENT upon completion,
22 termination, or cancellation of this Funding Agreement.

23 13. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from

1 RECIPIENT may be open to public inspection and copying. The PROGRAM has a legal
2 obligation to disclose such information unless a particular record is made confidential by law
3 or a common law balancing of interests. RECIPIENT may label specific parts of an individual
4 document as a “trade secret” or “confidential” provided that RECIPIENT thereby agrees to
5 indemnify and defend the PROGRAM for honoring such a designation. The failure to so label
6 any document that is released by the PROGRAM shall constitute a complete waiver of any and
7 all claims for damages caused by any release of the records.

8 **14. PRESERVATION.** RECIPIENT shall maintain all records relevant to their PROGRAM
9 projects for which funds were allocated in accordance with NRS Chapter 239; additionally,
10 REIPICENT must keep records at least six (6) years from the end of the state fiscal year (July-
11 June) in which each project was completed. If any litigation concerning the Project is
12 commenced before the expiration of this six (6) year period, the individual file must be retained
13 for six (6) calendar years from the date of resolution of the litigation. Before any files are
14 destroyed the recipient must contact the DCNR Director’s Office to obtain and verify final
15 disposition instructions. Examples of records subject to retention provisions include but are
16 not limited to: all fiscal/accounting records and reports; all drawings, blueprints, renderings,
17 architect and/or engineering reports; agreements, financial estimates, fee schedules, site
18 proposals, photos, maps, copies of easements, copies of deed restrictions, copies of building
19 permits, copies of inspections related correspondence; and records related to all procurement
20 activities, including RECIPIENT’S proposals and rates.

21 **15. CONFIDENTIALITY.** RECIPIENT shall keep confidential all information, in whatever
22 form, produced, prepared, observed or received by RECIPIENT to the extent that such
23 information is confidential by law or otherwise required by this Funding Agreement.

1 16. **LOBBYING.** The PARTIES agree, whether expressly prohibited by federal law, or otherwise,
2 that no funding associated with this Funding Agreement will be used for any purpose
3 associated with or related to lobbying or influencing or attempting to lobby or influence for any
4 purpose the following:

5 A. Any federal, state, county or local agency, legislature, commission, council or board;

6 B. Any federal, state, county or local legislator, commission member, council member, board
7 member, or other elected official; or

8 C. Any officer or employee of any federal, state, county or local agency; legislature,
9 commission, council or board.

10 17. **GENERAL WARRANTY.** RECIPIENT warrants that all services, deliverables, and/or work
11 products under this Funding Agreement shall be completed in a workmanlike manner
12 consistent with standards in the trade, profession, or industry; shall conform to or exceed the
13 specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of
14 good quality, with no material defects.

15 18. **PROPER AUTHORITY.** The PARTIES hereto represent and warrant that the person
16 executing this Funding Agreement on behalf of each party has full power and authority to enter
17 into this Funding Agreement. RECIPIENT acknowledges that as required by statute or
18 regulation this Funding Agreement is effective only after approval by the Director. Any services
19 performed by RECIPIENT before this Funding Agreement is effective or after it ceases to be
20 effective are performed at the sole risk of RECIPIENT.

1 **19. ASSIGNMENT OF ANTITRUST CLAIMS.** RECIPIENT irrevocably assigns to the
2 PROGRAM any claim for relief or cause of action which RECIPIENT now has or which may
3 accrue to RECIPIENT in the future by reason of any violation of State of Nevada or federal
4 antitrust laws in connection with any goods or services provided under this Funding Agreement.

5 **GOVERNING LAW AND JURISDICTION.** This Funding Agreement and the rights and
6 obligations of the parties hereto shall be governed by, and construed according to, the laws of
7 the State of Nevada, without giving effect to any principle of conflict-of-law that would require
8 the application of the law of any other jurisdiction. The Parties consent to the exclusive
9 jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for
10 enforcement of this Funding Agreement, and consent to personal jurisdiction in such court for
11 any action or proceeding arising out of this Funding Agreement.

12 **20. ENTIRE FUNDING AGREEMENT AND MODIFICATION.** This Funding Agreement
13 and its integrated attachment(s), if any, constitute the entire agreement of the parties and such
14 are intended as a complete and exclusive statement of the promises, representations, negotiations,
15 discussions, and other agreements that may have been made in connection with the subject matter
16 hereof. Unless an integrated attachment to this Funding Agreement specifically displays a
17 mutual intent to amend a particular part of this Funding Agreement, general conflicts in language
18 between any such attachment and this Funding Agreement shall be construed consistent with the
19 terms of the Funding Agreement and Conserve Nevada Program regulations. Program
20 Regulations shall continue in effect even upon the dissolution of this Funding Agreement.
21 Through acceptance of funding the recipient agrees to comply and to abide by all program
22 regulations in effect, amended, or adopted by the Conserve Nevada Program. Unless otherwise
23 expressly authorized by the terms of this Funding Agreement or by regulation, no modification

1 or amendment to this Funding Agreement excluding amendments to regulation shall be binding
2 upon the recipient unless in writing and signed by the respective parties hereto.


3 21. **NOTICES.** All notices or other communications hereunder shall be sufficiently given and
4 shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United
5 States mail, postage; or (c) via email to the parties hereinafter set forth at the following
6 addresses:

7 Community Services Director
8 1329 Waterloo Ln, Gardnerville, NV 89410
9 775 782 6246
10 badie@douglasnv.us

11
12 Conserve Nevada Program Manager
13 Department of Conservation & Natural Resources
14 901 S. Stewart Street, Suite 1003
15 Carson City, NV 89701
16 (775) 684-2707
17 Brandon.Bishop@dcnr.nv.gov

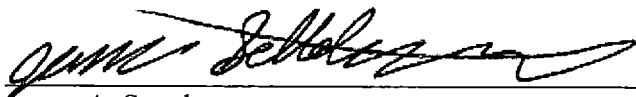
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IN WITNESS THEREOF, the parties have executed this funding agreement on the dates set forth below.



Recipient
Receipt Name: Jenifer Davidson
Title: Douglas County Manager

Date



James A. Settlemeyer
Director, Dept. of Conservation & Natural Resources

08/19/2024

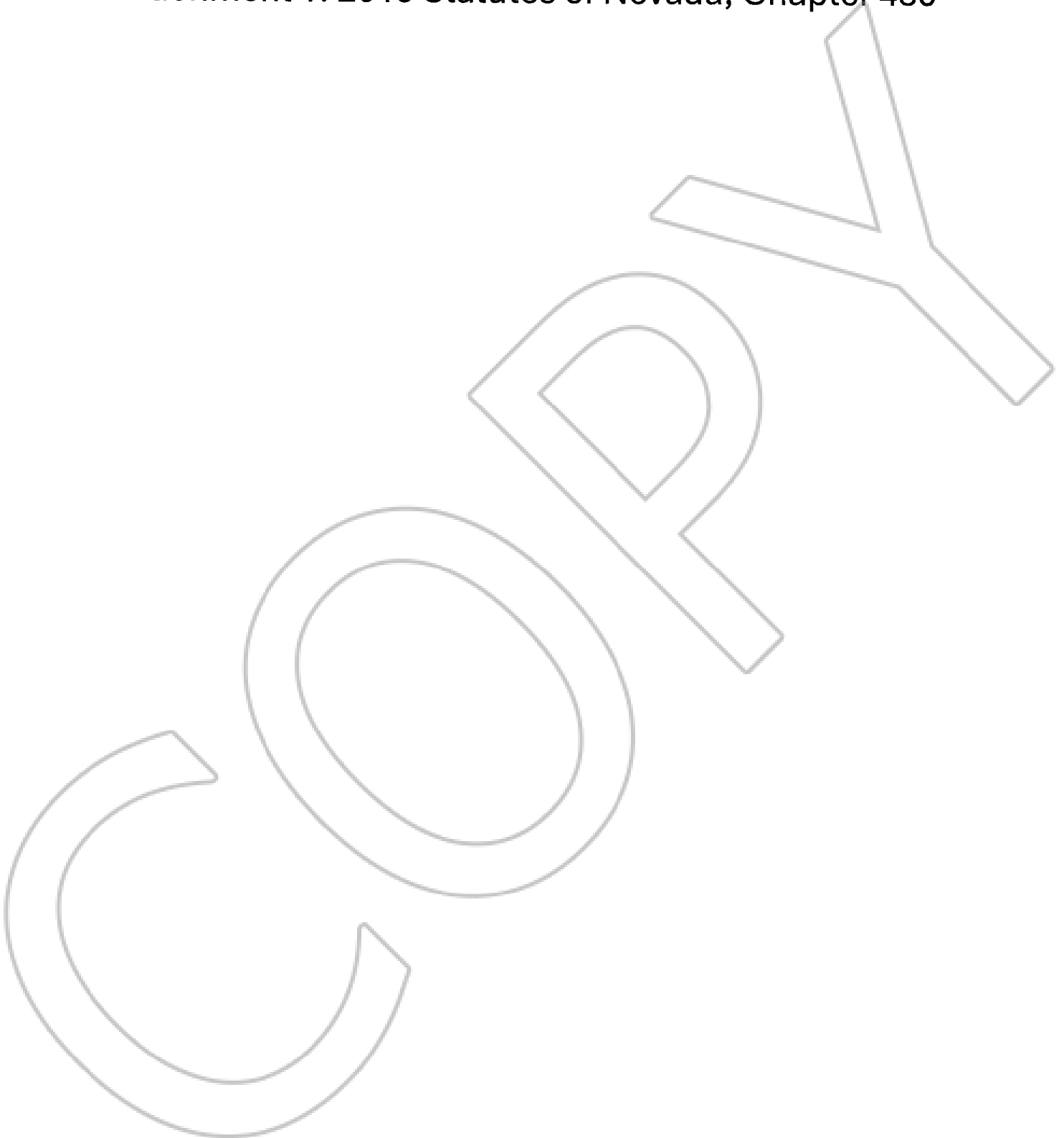
Date

N/A

Attorney General
(Signature as to form)

Date

Attachment 1: 2019 Statutes of Nevada, Chapter 480



Assembly Bill No. 84—Committee on Ways and Means

CHAPTER 480

[Approved: June 7, 2019]

AN ACT relating to state resources; providing for the issuance of state general obligation bonds to protect, preserve and obtain the benefits of the property and natural and cultural resources of the State of Nevada; providing for the use of the proceeds of the bonds; repealing the prospective extension of the period for the issuance of certain bonds; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

At the general election held on November 5, 2002, the Legislature submitted to the voters of this State and the voters approved a proposal to issue general obligation bonds of the State to protect, preserve and obtain the benefits of the property and natural resources of this State in an amount not to exceed \$200,000,000. The ballot question allocated specific amounts of the bond proceeds to various governmental entities for specified programs and projects. (Chapter 6, Statutes of Nevada 2001, 17th Special Session, p. 104) This bill requires the State Board of Finance to issue an additional \$217,500,000 in state general obligation bonds to continue to protect, preserve and obtain the benefits of the property and natural and cultural resources of this State. This bill also allocates specific amounts of the bond proceeds to various governmental entities for specified programs and projects, some of which are the same programs and projects specified in the 2002 ballot question.

The Nevada Constitution limits the amount of debt of the State of Nevada to 2 percent of the assessed valuation of the State, but exempts from that limitation debt incurred for the protection and preservation of the State's property or natural resources or for the purposes of obtaining the benefits thereof. (Nev. Const. Art. 9, § 3) This bill makes a legislative declaration that, with certain exceptions, the issuance of the bonds required by this bill is necessary for the protection and preservation of the property and natural resources of the State and constitutes an exercise of the constitutional authority to enter into contracts for those purposes.

Existing law includes a limitation on the issuance or sale of bonds more than 6 years after an election that is required to authorize their issuance. (NRS 349.078) In 2007, 2013 and 2017, the Legislature made exceptions to this 6-year limitation for the bonds issued pursuant to the 2002 ballot question by extending the period for the issuance of those bonds until December 31, 2011, June 30, 2019, and June 30, 2024, respectively.

.....
↓2019 Statutes of Nevada, Page 2861 (CHAPTER 480, AB 84)↓

issuance of those bonds until December 31, 2011, June 30, 2019, and June 30, 2024, respectively. (Chapter 291, Statutes of Nevada 2007, p. 1089, chapter 251, Statutes of Nevada 2013, p. 1055, chapter 33, Statutes of Nevada 2017, p. 139) **Section 9** of this bill repeals the June 30, 2024, extension, thereby expiring the period for issuance of bonds pursuant to the 2002 ballot question on June 30, 2019.

EXPLANATION – Matter in *bolded italics* is new, matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. 1. The State Board of Finance shall issue general obligation bonds of the State of Nevada in a total face amount of not more than \$217,500,000 to protect, preserve and obtain the benefits of the property and natural and cultural resources of the State of Nevada.

2. The bonds required to be issued pursuant to subsection 1 may be issued at one time or from time to time.

3. The Legislature shall levy such tax as may be necessary to pay the principal and interest on the bonds. The proceeds of such tax together with any amounts appropriated to pay the principal of and interest on the bonds when due must be deposited in the Consolidated Bond Interest and Redemption Fund created by NRS 349.090.

Sec. 2. Except as otherwise provided in subsection 9 of section 3 of this act, of the total bonds issued pursuant to section 1 of this act:

1. An amount of \$30,000,000 must be allocated to the Division of State Parks of the State Department of Conservation and Natural Resources to protect and preserve the property or natural resources of this State or to obtain the benefits thereof for the following purposes:

(a) For the acquisition of real or personal property or interests in real or personal property for purposes related to parks and recreation; or

(b) For the planning, design and construction of capital improvements and renovations of facilities in state parks.

2. An amount of \$30,000,000 must be allocated to the Department of Wildlife for the following purposes:

(a) For the acquisition of real or personal property or interests in real or personal property to enhance, protect and manage wildlife habitat or enhance recreational opportunities related to wildlife, or both; or

(b) For the development and renovation of facilities or the improvement or restoration of wildlife and fish habitats.

3. An amount of \$30,000,000 must be allocated to the Las Vegas Springs Preserve in Clark County for the following purposes:

(a) Providing wildlife habitat;

(b) Constructing buildings and other facilities for the Preserve; or

(c) Providing other infrastructure for the Preserve.

4. An amount of \$10,000,000 must be allocated to Clark County for the Clark County Wetlands Park and the Lower Las Vegas Wash. The money allocated pursuant to this subsection must be used to:

(a) Divert water, control erosion and make improvements to restore the existing wetlands, and to create new wetlands;

(b) Acquire and develop land and water rights;

(c) Provide recreational facilities;

(d) Provide additional parking for and access to the Park; and

(e) Construct weirs in the Lower Las Vegas Wash.

.....
↓2019 Statutes of Nevada, Page 2862 (CHAPTER 480, AB 84)↓

↓ Programs and projects paid for by the allocation made pursuant to this subsection must be for the protection and preservation of the property and natural resources of this State, or for the purposes of obtaining the benefits thereof.

5. An amount of \$30,000,000 must be allocated to the Division of Museums and History of the Department of Tourism and Cultural Affairs to carry out the purposes set forth in this subsection. The money allocated pursuant to this subsection must be used for:

(a) The expansion of the Nevada State Railroad Museum in Boulder City;

(b) The rehabilitation and improvement of the East Ely Depot Museum; and

(c) The establishment or improvement of any museum in the state system of museums within the Division, including, without limitation, for:

(1) The planning, design or construction of such a museum;

(2) The improvement of such a museum;

(3) Moving exhibits within the state system of museums; or

(4) Creating new or improving existing exhibits.

6. An amount of \$5,000,000 must be allocated to the State Land Registrar of the Division of State Lands of the State Department of Conservation and Natural Resources to purchase or enter into a public-private partnership, or both, for the preservation, rehabilitation, restoration, reconstruction or adaptive reuse of properties in this State listed on the National Register of Historic Places maintained pursuant to 54 U.S.C. § 302101, including, without limitation, at least \$2,000,000 for the Caliente Railroad Depot in Caliente, Nevada.

7. An amount of \$10,000,000 must be allocated to Clark County to disburse to a nonprofit organization to plan, design, construct or develop the Las Vegas Valley Rim Trail.

8. An amount of \$10,000,000 must be allocated to the State Department of Conservation and Natural Resources for grants to state agencies, local governments, water conservancy districts, conservation districts and nonprofit organizations that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection to enhance and restore the Truckee River corridor and watershed and the Carson River corridor and watershed. The Director of the State Department of Conservation and Natural Resources shall adopt such regulations as the Director determines are necessary to make the grants described in this subsection. The regulations adopted by the Director must state whether and to what degree applicants for grants must match any money awarded.

9. An amount of \$5,000,000 must be allocated to the State Department of Conservation and Natural Resources for grants to Douglas County, Washoe County or Carson City and municipalities located within those counties that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection to enhance and develop the Lake Tahoe Path System. Money awarded pursuant to this subsection must be used to acquire land for the path system or develop the path system. The Director of the State Department of Conservation and Natural Resources shall adopt such regulations as the Director determines are necessary to make the grants described in this subsection. The regulations adopted by the Director must state whether and to what degree applicants for grants must match any money awarded.

.....
↓2019 Statutes of Nevada, Page 2863 (CHAPTER 480, AB 84)↓

10. An amount of \$57,500,000 must be allocated to the State Department of Conservation and Natural Resources to carry out the purposes set forth in this subsection. The money allocated pursuant to this subsection must be used for the following purposes:

(a) To make the following grants:

(1) Grants to state agencies, local governments or nonprofit organizations that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection, as appropriate, for the design and construction of recreational facilities, campsites and trails, including, without limitation, hiking, equestrian and bicycle trails. Programs and projects paid for by grants made pursuant to this subparagraph must be for the protection and preservation of the property and natural resources of this State, or for the purposes of obtaining the benefits thereof. Grants made pursuant to this subparagraph must be coordinated with the Division of State Parks of the State Department of Conservation and Natural Resources.

(2) Grants to counties and municipalities for the acquisition of land and water rights or interests in land and water rights to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, wetlands and other environmental resources pursuant to an adopted plan for open spaces. Grants made pursuant to this subparagraph must be coordinated with the Division of State Lands of the State Department of Conservation and Natural Resources.

(3) Grants to state agencies, counties, municipalities, conservation districts or nonprofit organizations that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection, as appropriate, for the acquisition of credits through a system that awards credits to persons, federal and state agencies, counties, municipalities, conservation districts and nonprofit organizations who take measures to protect, enhance or restore sagebrush ecosystems established by the Sagebrush Ecosystem Council created by NRS 232.162. Credits may only be acquired pursuant to this subparagraph for the purpose of the retirement of the credits.

(4) Grants to state agencies, local governments, conservation districts and nonprofit organizations that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection, as appropriate, for the purposes of carrying out projects to create resilient landscapes by reducing the threat of catastrophic wildfire, improving the condition and ecological health of watersheds or rehabilitating lands damaged by wildland fires. Grants made pursuant to this subparagraph must be coordinated with the Division of Forestry of the State Department of Conservation and Natural Resources and the Department of Wildlife.

(5) Grants to state agencies, local governments, conservation districts and nonprofit organizations that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection, as appropriate, for the inventory, enhancement and restoration of wetlands. Grants made pursuant to this subparagraph must be coordinated with the Nevada Natural Heritage Program within the State Department of Conservation and Natural Resources and the Department of Wildlife.

.....
↓2019 Statutes of Nevada, Page 2864 (CHAPTER 480, AB 84)↓

(b) To carry out contracts or agreements under which nonprofit conservation organizations may acquire land and water or interests in land and water for the public benefit, to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, floodplains and wetlands and other environmental resources. The investment of this State in any property acquired pursuant to this paragraph must be secured by an interest in the property.

¶ The Director of the State Department of Conservation and Natural Resources shall adopt such regulations as the Director determines are necessary to carry out the programs and projects and make the grants described in this subsection. The regulations adopted by the Director must state whether and to what degree applicants for grants must match any money awarded.

Sec. 3. 1. The proceeds of the bonds issued pursuant to section 1 of this act must be accounted for separately in the State General Fund.

2. The Director of the State Department of Conservation and Natural Resources shall administer the account created pursuant to subsection 1 and prescribe the method pursuant to which the governmental entities which administer the programs and projects described in section 2 of this act may request money from the account in accordance with the allocations made pursuant to that section.

3. Any interest or income earned on the money in the account must be credited to the account. Any money remaining in the account at the end of the fiscal year does not revert to the State General Fund but remains in the account for authorized expenditure.

4. All claims against the account must be paid as other claims against the State are paid.

5. The State Department of Conservation and Natural Resources may use the proceeds from the bonds issued pursuant to section 1 of this act and the interest income thereon to defray the costs of administering the provisions of this act and may request an appropriation to defray the costs of administering this act if the money in the account is not sufficient. The money in the account must be used only for the purposes set forth in this act and must not be used to replace or supplant funding available from other sources.

6. Any interests in land or water acquired by the State pursuant to this act:

(a) Must be acquired and held by the Division of State Lands of the State Department of Conservation and Natural Resources pursuant to chapter 321 of NRS.

(b) Must not be acquired by condemnation or the power of eminent domain.

¶ The acquisition of any water rights pursuant to this act must not have a negative impact on the distribution of water to other persons who hold valid water rights.

7. Any property acquired pursuant to the provisions of this act may include easements and other interests in land. Before acquiring any interest in land pursuant to this act, recipients of money pursuant to this act must consider such alternatives to the acquisition of fee simple title as may be available, including, without limitation, the acquisition of easements and remainders after life estates.

8. If any interests in land or water acquired by the State pursuant to this act, or portions thereof, are later determined not to be necessary to carry out the purposes of the act, those interests may be sold or leased by the Division of State Lands pursuant to chapter 321 of NRS and the proceeds deposited in the account created pursuant to subsection 1.

.....
↓2019 Statutes of Nevada, Page 2865 (CHAPTER 480, AB 84)↓

of State Lands pursuant to chapter 321 of NRS and the proceeds deposited in the account created pursuant to subsection 1. The proceeds received from such transactions must be expended to carry out the purposes of this act.

9. Money may be reallocated among the purposes set forth in each subsection of section 2 of this act with the advance approval of the Interim Finance Committee.

10. The Interim Finance Committee must approve the issuance of any bonds issued pursuant to this act if the proceeds of which will be used for the purposes set forth in paragraph (a) of subsection 10 of section 2 of this act.

11. Except as otherwise provided in subsection 12, all money derived from bonds issued pursuant to this act and any interest earned thereon may be used only to pay, reimburse, finance or otherwise provide money for items which are capital expenditures as defined in the regulations adopted pursuant to section 150 of the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 150. The State Treasurer may require certifications by recipients of bond proceeds as to compliance with the requirements of this subsection before the disbursement of bond proceeds.

12. The provisions of subsection 11 do not apply to an amount that does not exceed 2 percent of the proceeds of each issue of bonds issued pursuant to this act that is used as provided in subsection 5.

13. On or before February 1 of each year, the State Department of Conservation and Natural Resources shall prepare and submit to the Governor and the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report regarding all programs and projects that received money from the account created pursuant to subsection 1 during the immediately preceding calendar year.

Sec. 4. The Legislature finds and declares that the issuance of bonds pursuant to this act, except the use of the proceeds of those bonds pursuant to subsections 3, 5 and 6 of section 2 of this act and subparagraph (3) of paragraph (a) of subsection 10 of section 2 of this act and paragraph (b) of subsection 10 of section 2 of this act:

1. Is necessary for the protection and preservation of the property and natural resources of this State and for the purpose of obtaining the benefits thereof; and

2. Constitutes an exercise of the authority conferred by the second paragraph of section 3 of article 9 of the Constitution of the State of Nevada.

Sec. 5. To the extent not inconsistent with the provisions of this act, the provisions of the State Securities Law, contained in chapter 349 of NRS, apply to the bonds issued pursuant to this act.

Sec. 6. Notwithstanding the provisions of NRS 361.453 to the contrary, any levy imposed by the Legislature for the repayment of bonded indebtedness issued pursuant to the provisions of this act must not be included in calculating the limitation set forth in subsection 1 of NRS 361.453 on the total ad valorem tax levied for all public purposes.

Sec. 7. If any provision of this act, or application thereof to any person, thing or circumstance, is held invalid, the invalidity shall not affect the provisions or application of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

Sec. 8. 1. There is hereby appropriated from the State General Fund to the State Department of Conservation and Natural Resources, Administration, *the sum of \$122,104 for Fiscal Year 2020-2021 for personnel and operating costs for the administration of the program created by this act.*

.....
↓2019 Statutes of Nevada, Page 2866 (CHAPTER 480, AB 84)↓

the sum of \$122,104 for Fiscal Year 2020-2021 for personnel and operating costs for the administration of the program created by this act.

2. Any remaining balance of the appropriation made by subsection 1 must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

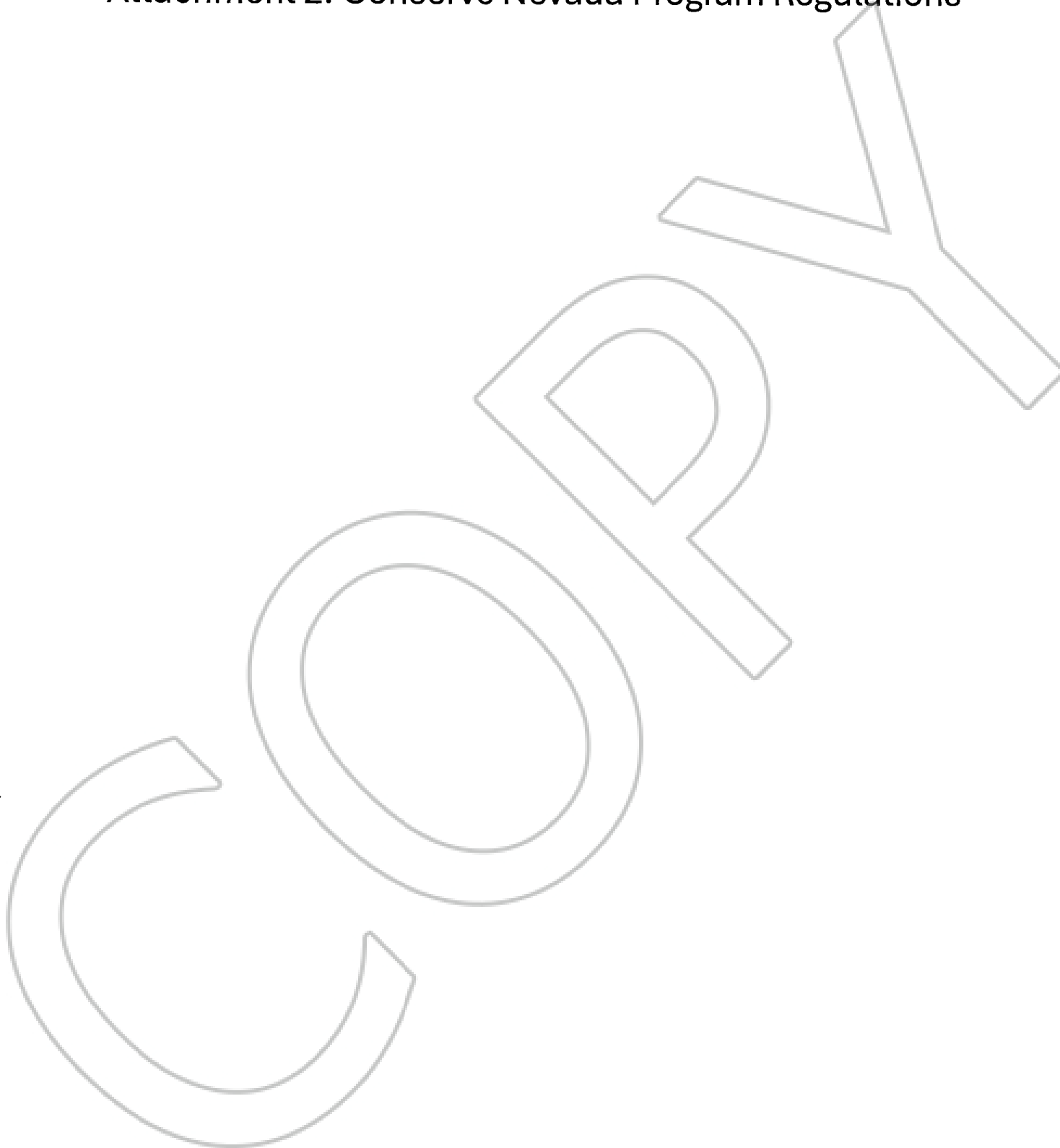
Sec. 8.5. The provisions of subsection 1 of NRS 218D.380 do not apply to any provision of this act which adds or revises a requirement to submit a report to the Legislature.

Sec. 9. Section 1 of chapter 33 of Statutes of Nevada 2017, at page 139, is hereby repealed.

Sec. 10. 1. This section and section 9 of this act become effective upon passage and approval.

2. Sections 1 to 8.5, inclusive, of this act become effective on July 1, 2019.

Attachment 2: Conserve Nevada Program Regulations



**APPROVED REGULATION OF
THE DIRECTOR OF THE STATE DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES**

LCB File No. R025-22

Filed September 28, 2022

EXPLANATION – Matter in *italics* is new; matter in brackets (~~omitted material~~) is material to be omitted.

AUTHORITY: §§ 1-38, Sections 2 and 3 of Assembly Bill No. 84, chapter 480, Statutes of Nevada 2019, at pages 2861 and 2864.

A REGULATION relating to state resources; establishing requirements for the Nevada Conservation and Recreation Program; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

At the General Election held on November 5, 2002, the Legislature submitted to the voters of this State and the voters approved a proposal to issue general obligation bonds of the State to protect, preserve and obtain the benefits of the property and natural resources of this State in an amount not to exceed \$200,000,000. The ballot question allocated specific amounts of the bond proceeds to various governmental entities for specified programs and projects. (Chapter 6, Statutes of Nevada 2001, 17th Special Session, at page 104) Assembly Bill No. 84 (A.B. 84) of the 80th Legislative Session: (1) required the State Board of Finance to issue an additional \$217,500,000 in state general obligation bonds to continue to protect, preserve and obtain the benefits of the property and natural, historic and cultural resources of this State; and (2) directed that certain amounts of these bond proceeds be allocated to the State Department of Conservation and Natural Resources to make grants to state agencies, local governments, water conservancy districts, conservation districts and certain nonprofit organizations to protect, preserve and obtain the benefits of the property and natural, historic and cultural resources of this State. (Chapter 480, Statutes of Nevada 2019, at page 2860) This regulation establishes the Nevada Conservation and Recreation Program in the Department to make such grants.

Sections 2-28 of this regulation define various terms relating to the Program.

Section 29 of this regulation sets forth, in accordance with the requirements of A.B. 84: (1) the entities which are eligible to receive a grant; (2) the purposes for which a grant may be awarded; and (3) the amounts allocated to award grants to these entities for certain purposes.

Section 30 of this regulation provides that the Director of the Department may periodically solicit applications for grants and establish deadlines for the submission of applications for a grant. **Section 30** also sets forth the requirements for an application for a grant.

Section 31 of this regulation requires an applicant to provide a matching contribution in order to receive a grant and establishes the eligibility requirements for a matching contribution.

Section 32 of this regulation provides that an entity that wishes to apply for a grant from the Program may submit a preapplication or letter of intent to the Department to determine whether the entity and project are eligible to receive a grant.

Section 33 of this regulation provides that the Director will, if practicable, establish one or more advisory committees to review applications for grants and make recommendations.

Section 34 of this regulation requires the Program Manager of the Program or an advisory committee, as applicable, to rank applications in order of priority for awarding grants based on certain factors.

Sections 35 and 36 of this regulation require a grant recipient to enter into an agreement with the Department and sets forth various requirements for such an agreement.

Section 37 of this regulation: (1) prohibits, with certain exceptions, converting a project which was awarded a grant from the use or purpose for which the grant was awarded for a period of not less than 20 years; (2) provides that, with certain exceptions, a project which involves developing, acquiring, preserving or protecting property for recreational purposes or to ensure public access must maintain the public access in perpetuity; and (3) requires that, with certain exceptions, any land or water rights or any interest in land or water rights acquired with a grant must be held in perpetuity by the State.

Section 38 of this regulation provides that: (1) the Department may periodically review whether a grant recipient and project are in compliance with the requirements of the Program; (2) if the grant recipient or project are in violation of a requirement of the Program, the Director will send a letter of violation requiring the grant recipient to take corrective action; and (3) if the grant recipient fails to take corrective action or a grant recipient requests to terminate a project, the Director may pursue various remedies.

Section 1. Chapter 232 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 38, inclusive, of this regulation.

Sec. 2. *As used in sections 2 to 38, inclusive, of this regulation, unless the context otherwise requires, the words and terms defined in sections 3 to 28, inclusive, of this regulation, have the meanings ascribed to them in those sections.*

Sec. 3. *“Acquisition” means the securing of the right of public use of real property or the benefit thereof by the purchase or donation of an interest in that real property.*

Sec. 4. *“Carson River corridor” includes, without limitation, the 100-year floodplain of the Carson River, land adjacent to the 100-year floodplain of the Carson River, sloughs or ponds of the Carson River, old meanders and oxbows of the Carson River and any tributary of the Carson River within its recognized hydrographic basins.*

Sec. 5. *“Conservation district” has the meaning ascribed to it in NRS 548.032.*

Sec. 6. *“Credit” has the meaning ascribed to it in NAC 232.410.*

Sec. 7. *“Department” means the State Department of Conservation and Natural Resources.*

Sec. 8. *“Director” means the Director of the Department or his or her designee.*

Sec. 9. *“Easement for conservation” has the meaning ascribed to it in NRS 111.410.*

Sec. 10. *“Historic or cultural resources” means any surviving evidence that relates to the history of the use of the land from the earliest human occupation to recent historical activities. Surviving evidence may include, without limitation, sites, structures, districts, objects, artifacts and historic documents associated with or representative of peoples, cultures, and human activities and events from any period of time, including, without limitation, the present.*

Sec. 11. *“Lake Tahoe Path System” means the pedestrian and bicycle shared use path system that extends from Incline Village, Nevada to Stateline, Nevada, as laid out in the 2020 Regional Transportation Plan of the Tahoe Regional Planning Agency. The term includes, without limitation, trail facilities, support infrastructure, mobility hubs, bicycle and pedestrian counters, trailheads, trail connectors and shared use pathways.*

Sec. 12. *“Local government” means any political subdivision of this State, including, without limitation, a county, city, town, general improvement district, conservancy district, water conservancy district or any other district that performs a governmental function.*

Sec. 13. *“Matching contribution” includes money or anything of value, including, without limitation, the use of personnel, materials or equipment that is expended on a project.*

Sec. 14. *“Nevada Conservation and Recreation Program” or “Program” means the grant program created pursuant to subsections 8, 9 and 10 of section 2 of Assembly Bill No. 84, chapter 480, Statutes of Nevada 2019, at page 2861, and sections 2 to 38, inclusive, of this regulation.*

Sec. 15. *“Nonprofit organization” means an entity or organization that is exempt from federal income taxation pursuant to 26 U.S.C. § 501(c)(3).*

Sec. 16. *“Project” includes, without limitation:*

- 1. The design and construction of outdoor recreational facilities, recreational trails and campsites;*
- 2. The acquisition of land and water rights or interests in land and water rights to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, floodplains, wetlands, other environmental resources and open spaces;*
- 3. The acquisition of credits to protect, enhance or restore sagebrush ecosystems;*
- 4. The creation of resilient landscapes;*
- 5. Catastrophic wildfire mitigation and restoration;*
- 6. The maintenance or restoration of watersheds;*
- 7. The maintenance or restoration of river corridors; and*

8. *Those activities, acquisitions, construction, design, planning, studies and environmental, cultural or other reviews that preserve and protect, or obtain the benefits of, the property and natural, historic or cultural resources of the State of Nevada.*

Sec. 17. *“Public benefit” means the outcome of a project that obtains, protects, preserves, supports or enhances the benefits of property, natural, historic or cultural resources for current and future residents of the State of Nevada.*

Sec. 18. *“Recreational facility” means a facility for the use and enjoyment of a recreational area or trail that provides an opportunity for the observation, interpretation, outdoor recreation or enjoyment of natural, historic or cultural resources.*

Sec. 19. *“Recreational trail” means:*

1. *A trail, pathway, water trail or similar area for walking, hiking, bicycling, horseback riding, exercising or any other outdoor recreational activity;*

2. *Trail infrastructure that provides public access to outdoor recreational resources, existing trail connections or pathways that facilitate access to natural, historic or cultural resources; and*

3. *Trail features, including, without limitation, trail junctions, points of interest, recreation stops, scenic points, sites of trail amenities and interpretive signage.*

Sec. 20. *“Riparian corridor” means land related to or located on the bank of or adjacent to a natural or artificial waterway, including, without limitation, a river, intermittent or permanent creek or stream, gully where surface water collects, wetland, lake, pond or ditch, if the land exhibits plant types unique to areas with periodic or perennial water sources of a magnitude greater than the surrounding uplands.*

Sec. 21. *“Sensitive or unique vegetation” means any:*

1. Native species, cluster of native species or type of habitat that contains a rare, threatened or endangered native plant species designated by an appropriate federal or state agency;

2. Species of plant or network of vegetation that has characteristics that have been identified as worthy of special consideration; or

3. Species of plant or network of vegetation that is highly restricted in distribution or that occurs only in a specialized habitat or supports another rare, threatened or endangered species.

Sec. 22. *“State agency” means any agency, department or division of the Executive Department of this State, including, without limitation, the Nevada System of Higher Education.*

Sec. 23. *“Trailhead” means a point at which a recreational trail or path system begins, diverts or terminates, including, without limitation, restrooms, parking, signage, an interpretive site or any other item that provides public accessibility, information or support for the public utilization of a recreational trail or path system.*

Sec. 24. *“Truckee River corridor” includes, without limitation, the 100-year floodplain of the Truckee River, the land adjacent to the 100-year floodplain of the Truckee River, sloughs or ponds of the Truckee River, old meanders and oxbows of the Truckee River and any tributary of the Truckee River within the recognized hydrographic basins of the Truckee River.*

Sec. 25. *“Water conservancy district” has the meaning ascribed to it in NRS 541.020.*

Sec. 26. *“Wetland” means the transitional lands between terrestrial and aquatic systems, where the water table is usually at or near the surface or the land is covered by shallow water, which have a stable water source and:*

- 1. At least periodically, the land supports hydrophytes predominantly;*
- 2. The substrate is predominantly undrained hydric soil; or*
- 3. The substrate is saturated with water or covered by shallow water at some time during the growing season of each year.*

Sec. 27. *“Wildlife habitat” means a diverse natural area with a combination of the necessary resources and environmental conditions that promote a population of at least one native wildlife species and allows the wildlife species to carry out any part of its lifecycle and persist.*

Sec. 28. *“Wildlife species” means any native species of animal, including, without limitation, insects, amphibians, reptiles and any other vertebrate or invertebrate.*

Sec. 29. *In accordance with subsections 8, 9 and 10 of section 2 of Assembly Bill No. 84, chapter 480, Statutes of Nevada 2019, at page 2861, the Director will implement the Nevada Conservation and Recreation Program to award grants of money from the sale of general obligation bonds of this State as follows:*

- 1. An amount not to exceed \$10,000,000 for grants to state agencies, local governments and nonprofit organizations or subdivisions thereof to enhance and restore the Truckee River corridor and watershed and the Carson River corridor and watershed;*

2. *An amount not to exceed \$5,000,000 for grants to Douglas County, Washoe County, Carson City or other local governments located within those counties to enhance the Lake Tahoe Path System; and*

3. *An amount not to exceed \$57,500,000 for grants to:*

(a) *State agencies, local governments or nonprofit organizations for the design, planning or construction of recreational facilities, campsites and recreational trails and trailheads. Any project paid for by a grant awarded pursuant to this paragraph must be for the protection, preservation and sustainable public use of the property and natural resources of this State or for the purposes of obtaining the benefits thereof. The Director will coordinate with the Division of State Parks of the Department and the Division of Outdoor Recreation of the Department when awarding grants pursuant to this paragraph.*

(b) *Counties and other local governments for the acquisition of land and water rights or interests in land and water rights to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, wetlands and other environmental resources in accordance with an adopted plan for open spaces. The Director will coordinate with the Division of State Lands of the Department when awarding grants pursuant to this paragraph.*

(c) *State agencies, local governments and nonprofit organizations for the acquisition and retirement of credits for the protection, enhancement or restoration of sagebrush ecosystems in accordance with NAC 232.400 to 232.480, inclusive. Any credits acquired with grant money awarded pursuant to this paragraph may only be used for the purpose of the retirement of the credits and may not be used to meet environmental mitigation requirements.*

(d) State agencies, local governments and nonprofit organizations for carrying out projects to create resilient landscapes by reducing the threat of catastrophic wildfire, improving the condition and ecological health of watersheds or rehabilitating lands damaged by wildland fires. The Director will coordinate with the Division of Forestry of the Department and the Department of Wildlife when awarding grants pursuant to this paragraph.

(e) State agencies, local governments and nonprofit organizations for the inventory, enhancement and restoration of wetlands. The Director will coordinate with the Division of Natural Heritage of the Department and the Department of Wildlife when awarding grants pursuant to this paragraph.

(f) To carry out contracts or agreements under which a nonprofit organization may acquire land and water rights or interests in land and water rights for the public benefit to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, wetlands and other environmental resources. The State must hold an interest in any property or interest in property acquired pursuant to this paragraph.

Sec. 30. 1. The Director may periodically solicit:

(a) Applications for the grants described in section 29 of this regulation from state agencies, local governments and nonprofit organizations for the grants of money;

(b) Applications from nonprofit organizations for carrying out contracts or agreements to acquire land and water rights or interests in land and water rights for the Nevada Conservation and Recreation Program; and

(c) Project lists from state agencies, local governments and nonprofit organizations to help assess the need for projects of the Nevada Conservation and Recreation Program.

2. *The Director will establish deadlines for the submission of applications solicited pursuant to subsection 1.*

3. *An application for a grant must be submitted on a form provided by the Department and include, without limitation:*

(a) *The total estimated cost of the project which must include, without limitation, the estimated costs for planning, design, acquisitions and construction, as applicable;*

(b) *A description of the manner in which the project meets the purpose of the grant, as described in section 29 of this regulation;*

(c) *A proposed schedule for the project which must include, without limitation, the planning and implementation phases of the project;*

(d) *If the applicant is a nonprofit organization, documentation of the qualifications of the nonprofit organization;*

(e) *A description of the matching contributions that will be provided by the applicant, including, without limitation, the matching contribution that is required pursuant to section 31 of this regulation;*

(f) *If the applicant is a nonprofit organization and the project includes the acquisition of land or water rights or any interest in land or water rights:*

(1) *The most current financial statement of the nonprofit organization and a copy of the Form 990 of the nonprofit organization filed with the Internal Revenue Service of the United States Department of the Treasury for the last 3 fiscal years; and*

(2) *Specific details concerning the manner in which the money of the State will be secured by an interest in the land or water rights;*

(g) A map of the location of the project and a plan for the site of the project indicated in an appropriate scale on the map;

(h) Documentation that the project conforms to any applicable federal, state or local plans;

(i) Documentation and a statement by the applicant that the applicant has made a good faith effort to contact any property owners potentially impacted by the project, including, without limitation, any letters of support or opposition received by the applicant regarding the project;

(j) Documentation that the applicant has contacted any stakeholders, including, without limitation, local governments and federal, state or local land management agencies which must include, without limitation, any statements from any stakeholders affected by the project that details any issues or concerns about the project and whether the stakeholder supports or opposes the project;

(k) Any environmental reviews, site planning documents, archaeological or other site impact statements, reviews or permits required to proceed with the project;

(l) An identification of any known potential adverse impacts to the environment or a cultural site and proposed mitigation measures for such impacts;

(m) A summary of the proposed plan for the operation and maintenance of the project for a period of not less than 20 years, including, without limitation, the identity of the person or entity who will operate the project or provide continued maintenance on the project and any documentation or agreements made with the person or entity that will operate the project or provide continued maintenance;

(n) If applicable, proof that the applicant has:

- (1) The necessary interests in land and water rights to complete the project;*
- (2) A letter of intent between the property owner and the applicant authorizing the applicant to implement the project on the land; or*
- (3) A letter of intent between the property owner and the applicant concerning obtaining the necessary interests in land and water rights to complete the project; and*
- (o) Any other information required by the Director.*

Sec. 31. 1. *To receive a grant from the Nevada Conservation and Recreation Program, an applicant must provide an eligible matching contribution to the project of not less than 10 percent of the total cost of the project.*

2. A matching contribution is eligible for purposes of this section if the matching contribution:

- (a) Is for an expenditure for a project that was made not more than 2 years before receiving the grant from the Nevada Conservation and Recreation Program;*
- (b) Is directly related to the project; and*
- (c) Includes one or more of the following:*
 - (1) Cash;*
 - (2) In-kind contributions, including, without limitation, planning, labor, volunteer labor, appraisals, equipment rental and material costs;*
 - (3) Federal or state contributions that are not part of the Program;*
 - (4) Any costs associated with environmental information required for the project, documentation of which must be submitted with the application; or*
 - (5) Any costs incurred in establishing a program to monitor the success of the project.*

3. *The following contributions do not qualify as eligible matching contributions:*
- (a) Any costs associated with the preparation of the application for a grant from the Program;*
 - (b) In-kind services that do not relate to the project or the purposes of the Program;*
 - (c) Money expended on the project 2 or more years before the application for a grant from the Program is approved;*
 - (d) Money received from another grant from the Program; and*
 - (e) Any other contribution the Director determines is an inappropriate matching contribution.*

Sec. 32. 1. *An entity that is eligible to apply for a grant from the Program may submit to the Department a preapplication or letter of intent to apply for a grant for an initial determination of the eligibility of the project to receive a grant.*

2. *In reviewing the preapplication or letter of intent submitted pursuant to subsection 1, the Department will consider, without limitation, whether:*

- (a) The entity is eligible to apply for a grant from the Program;*
- (b) The proposed project is eligible for a grant from the Program; and*
- (c) The proposed project will provide a public benefit, as determined by the Department.*

Sec. 33. 1. *The Director will, if practicable, establish one or more advisory committees to:*

- (a) Review applications for grants from the Program;*
- (b) Make recommendations for grants from the Program. Such recommendations may be taken into account when ranking applications pursuant to section 34 of this regulation; and*

(c) Make recommendations for the ranking system used to rank applications for grants.

2. In appointing members to an advisory committee, the Director may consider the diversity, expertise, geographic distribution, community representation and any other elements necessary for the review and ranking of applications.

Sec. 34. 1. The Program Manager:

(a) Shall rank applications received pursuant to section 30 of this regulation in order of priority for awarding grants using a ranking system authorized by the Director. Grants must be awarded for projects that, based on the application, are most appropriate for the receipt of a grant within the overall purpose of the Program.

(b) May request that an advisory committee, if established pursuant to section 33 of this regulation, rank applications in accordance with this section.

2. The Program Manager or advisory committee, as applicable, shall consider the following factors, without limitation, when ranking applications:

(a) The environmental significance of the project and the degree of conservation and protection of natural resources, including, without limitation, the preservation of a natural, scientific, cultural, archeological, agricultural, paleontological or historical site or a wetland or riparian corridor resource;

(b) The extent of the public benefit, including, without limitation, an overall advancement in the conservation and protection of the natural resources of this State, the enhancement of recreational opportunities, increased public access to lands and waters of this State and the achievement of the goals identified in an adopted open space, recreation or resource plan;

(c) Whether the objectives of the project are clearly stated in the application and the applicant has the ability to carry out those objectives;

(d) Whether the detail and design of the project is adequate and includes a detailed plan for the management of the project that specifies the manner in which the project will be maintained and how the project will remain consistent with the purposes of the Program;

(e) Whether the projected budget and associated costs of the project are reasonable and detailed, whether the amount and sources of matching contributions are set forth in the application and whether the project will meet the objectives stated in the application in a cost-effective manner;

(f) The extent to which the project is a cooperative effort with other agencies, organizations or persons;

(g) The extent of support for the project from local governments and other public entities;

(h) The extent to which climate resiliency or sustainability practices are incorporated into the project; and

(i) Any other factor that the Director considers important in the ranking process, which may include, without limitation:

(1) The urgency of the need for the project;

(2) Whether the applicant has provided for matching contributions that exceed the requirements of section 31 of this regulation;

(3) Whether any land acquisition associated with the application includes the acquisition of water rights or other interest that will remain with the land in perpetuity;

(4) Whether the project includes the retiring of water rights in a hydrographic basin that is over-appropriated;

(5) If the project does not include the acquisition of water rights, whether the applicant has demonstrated the existence of an adequate water supply to fulfill the purposes of the project;

(6) The existence of a local need for the project that warrants special attention for the project due to a lack of similar opportunities in the local area of the project;

(7) The potential benefits of the project to the residents of this State;

(8) If the project is related to public use, the ability of the public to access the project;
and

(9) The completion and performance by the applicant of previous and similar work.

3. In determining whether to award a grant, the Director may consider any recommendations of the Program Manager or advisory committee, if established pursuant to section 33 of this regulation, and the rankings of the grant applications. The decision of the Director is final.

4. If an applicant is not awarded a grant by the Director, the application may be resubmitted during a future application period.

5. As used in this section:

(a) "Climate resiliency" means the adaptive capacity and ability to anticipate, prepare for and respond to a changing climate.

(b) "Program Manager" means the staff member of the Department who is tasked with administering the daily operations of the Program.

Sec. 35. *For each grant awarded from the Program, an agreement must be executed between the grant recipient and the Department, which must, without limitation:*

1. Authorize the grant recipient to use the grant to pay for:

(a) Except as otherwise provided in this section, all expenses directly related to the project, including, without limitation, any expenses related to the planning, design and construction of the project which must be calculated based on actual costs; and

(b) The administrative costs of the project, which may not exceed 3 percent of the total cost of the project;

2. Prohibit the grant recipient from using the grant to pay for:

(a) Any planning activity that is not directly related to the design and engineering of the project;

(b) The purchase of new equipment, unless the Director has determined that the new equipment is necessary as a one-time purchase specific to the project;

(c) Any work required by a public entity as mitigation or as a condition of approval of any other project;

(d) Any component of the project that the Director determines does not provide a direct public benefit;

(e) Any project that has already been completed; and

(f) Any other expense that the Director determines is not necessary or in compliance with the purposes of the Program; and

3. Set forth the timeline for the use of the grant and the reversion of interest and money not used.

Sec. 36. 1. In addition to the requirements of section 35 of this regulation, the agreement between the Department and a grant recipient must:

(a) Require the grant recipient to provide a matching contribution of not less than 10 percent of the total cost of the project for which the grant is awarded.

(b) Provide a plan for the operation and maintenance of the project for a period of not less than 20 years after the date on which the project is completed.

(c) Require the grant recipient to agree to:

(1) Provide the State with the necessary interest in any property not held by the State or a local government that is deemed by the Director to be necessary for the project;

(2) Include any nonrevocable deed restrictions and appropriate reversionary clauses as appropriate in the determination of the Director to:

(I) Ensure that the land, water or other property acquired to preserve or protect the natural, historic or cultural resources of this State is maintained in a manner that is consistent with the purposes of the Program; and

(II) If the grant recipient is a local government or nonprofit organization and the project involves the acquisition of an interest in land or water rights, secure the interests of the State in the land or water rights;

(3) Include a stewardship statement that addresses the maintenance, monitoring and enforcement of weed control, dust control and other related issues; and

(4) The requirements set forth in section 37 of this regulation.

(d) Require the grant recipient to obtain any easements for conservation or other interests in land or water rights in perpetuity as determined by the Director to be necessary to carry out the project.

(e) If the project includes the acquisition of an interest in land or water rights on behalf of the State, acknowledge that any interest in land or water rights acquired by the grant recipient must be acquired and held by the Division of State Lands of the Department pursuant to chapter 321 of NRS.

(f) Prohibit the acquisition of any interest in land or water rights for a project by the grant recipient by condemnation or the power of eminent domain.

(g) Require the grant recipient to maintain an accurate accounting of all expenditures of the grant and allow the Department to require an independent audit or review the accounting upon request.

(h) Provide the Department with:

(1) Expense reports with supporting materials on a quarterly basis, which must include, without limitation, receipts and invoices.

(2) Quarterly project reports and updates on or before each January 31, April 30, July 31 and October 31 during the duration of the project which provides updates on the project schedule and summarizes the actions taken since the previous report and details the expenditures of the project. The report must be in the form prescribed by the Department and include, without limitation, photographs, receipts, invoices and any other project documents agreed upon by the Department and grant recipient.

(i) Provide the Department with a schedule for the implementation of the grant in which, except as otherwise provided in subsection 2, 85 percent of the grant will be spent not later than 3 years after the date on which the general obligation bonds for the grant are issued.

(j) Set forth a date of completion for the project.

(k) Provide that the Director may revoke a grant if the grant has not been spent in accordance with the schedule for implementation.

(l) Except as otherwise provided in section 37 of this regulation, provide that any land or water or interest in land or water that is acquired for public access must remain open to the public in perpetuity.

(m) Authorize visits to the site of the project by the Department for the lifetime of the project.

(n) Provide that the grant recipient agrees to the implementation of the remedies set forth in section 38 of this regulation and any other remedy set forth in the agreement in the case of a violation of the requirements of the Program or a provision of the agreement.

(o) Include any additional conditions the Director determines are necessary to carry out the purposes of the Program.

2. If the grant recipient requests that the entire amount of the grant or a portion thereof be provided in advance of an expenditure, the grant recipient must demonstrate an extraordinary need and the agreement must also require that any grant money provided in advance must be spent not later than 1 year after the date on which the money is received by the grant recipient, unless otherwise authorized by the Director. Any grant money provided in advance that is not spent within 1 year after receipt reverts to the Department.

Sec. 37. 1. Except as otherwise provided in subsections 2 and 3 or as otherwise authorized by the Director, a project that is awarded a grant from the Program may not be converted from the use or purpose of the project set forth on the application and approved through the grant award, work plan or agreement for a period of 20 years beginning on the date on which the grant is awarded.

2. Except as otherwise provided in subsection 3, a project that is awarded a grant from the Program for the development, acquisition, preservation or protection of land or water for recreational purposes or with the express purpose of providing public access must ensure that public access is maintained in perpetuity other than any restrictions to public access established for the stewardship and management of the property to maintain the recreational value of the property.

3. Any land or water rights or interest in land or water rights that is acquired by the State or a grant recipient pursuant to the Program to preserve, protect or obtain the benefit of the property and natural, historic or cultural resources of the State must be held by the State or the grant recipient in perpetuity unless:

(a) If the interest in land or water rights is held by the State, the State Land Registrar, in consultation with the Director, determines that the land or water rights or interest in land or water rights no longer meets such purposes; or

(b) If the interest in land or water rights is held by a local government or nonprofit organization, the Director determines in accordance with a deed restriction acknowledged in the agreement with the grant recipient, the land or water rights or interest in land or water rights no longer meets such purposes.

4. Upon a determination made pursuant to subsection 3, the interest in land or water rights may be disposed of in accordance with subsection 8 of section 3 of Assembly Bill No. 84, chapter 480, Statutes of Nevada 2019, at page 2864, and any applicable deed restrictions.

Sec. 38. 1. The Department may periodically review whether the grant recipient and project are in compliance with all requirements of the Program and the provisions of the agreement executed between the Department and the grant recipient.

2. If the Director determines that a grant recipient or project does not meet any requirement of the Program or is not in compliance with the provisions of the agreement, the Department will send a letter of violation to the grant recipient by certified mail. A letter of violation must, without limitation:

(a) Specify the requirement of the Program or the provision of the agreement that has been violated; and

(b) Explain how the violation may be corrected.

3. If a grant recipient receives a letter of violation pursuant to subsection 2 and fails to take action to correct the violation within 90 days after receiving the letter or a grant recipient requests the termination of a project, the Director may require the grant recipient to do one or more of the following:

(a) Repay to the Department the amount of the grant award received by the grant recipient plus interest thereon at the rate of 10 percent per annum, as calculated beginning from:

(1) If the project is completed, the date the project is completed until the date of repayment; or

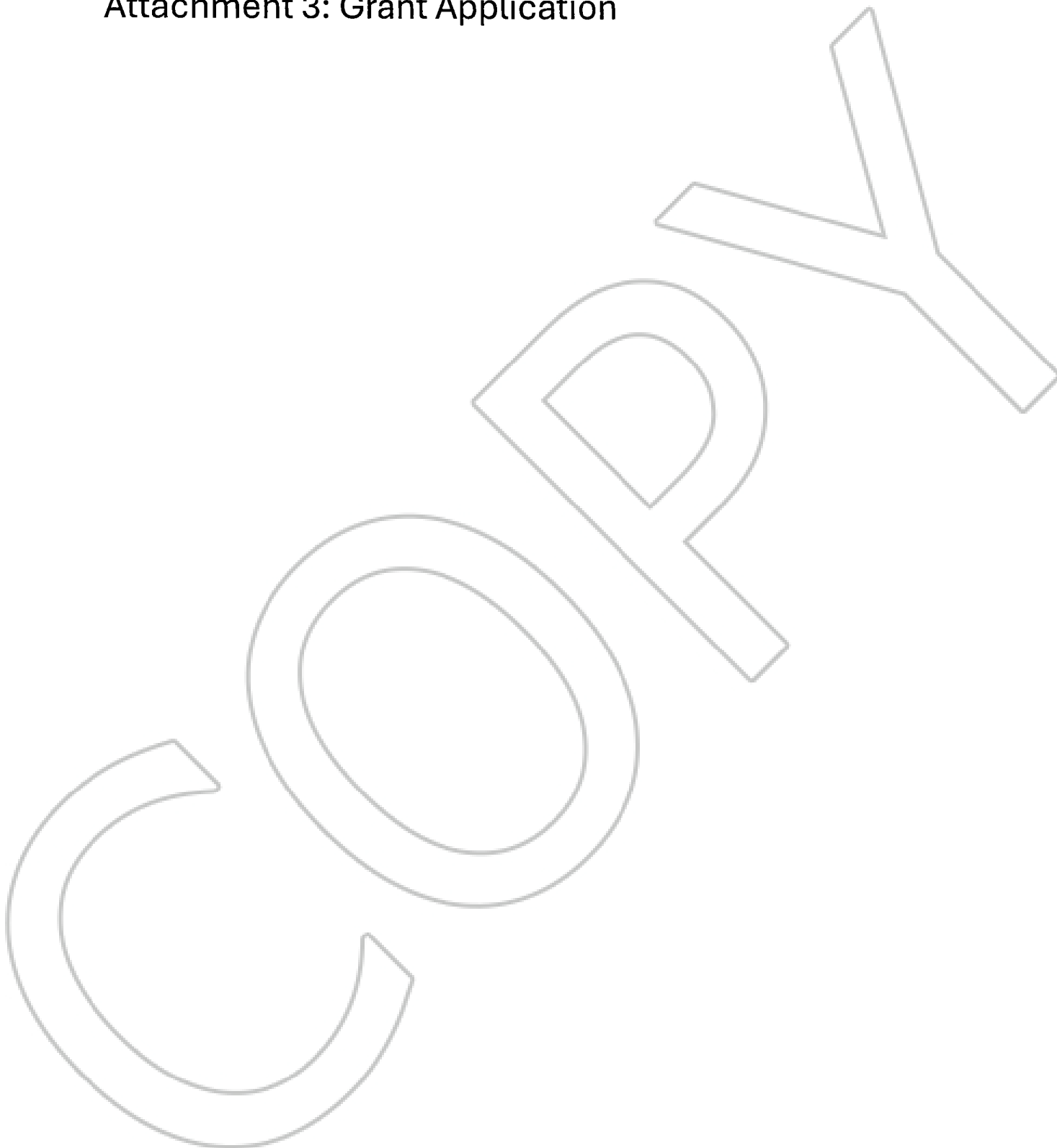
(2) If the project is not completed, the date on which the grant was received by the grant recipient until the date of repayment.

(b) Convey for no consideration, any property or interest in property to be used for the intended purpose of the project to the State, a local government, a nonprofit organization or any other entity that the Director determines is authorized to receive the conveyance.

(c) Provide an equivalent property or project that meets the original purpose of the grant award as determined by the Director.

(d) Impose any other remedy set forth in the agreement entered into between the Department and the grant recipient pursuant to sections 35 and 36 of this regulation.

Attachment 3: Grant Application



PROJECT INFORMATION

Project Name:

Douglas County Fairgrounds Master Plan

Project Address or GPS Location:

920 Dump Road, Gardnerville, NV 89410

Project Type (Select project type please review program regulations) :

- | | | |
|---|---|--|
| <input type="checkbox"/> Acquisition of land or water | <input type="checkbox"/> Wildfire Mitigation/ Restoration | <input type="checkbox"/> Retirement of Sagebrush Ecosystem Credits |
| <input type="checkbox"/> Enhancement or Restoration of Wetlands | <input checked="" type="checkbox"/> Outdoor Recreation Facility Development or Trail Construction | <input type="checkbox"/> Carson or Truckee River Corridor Project |

ORGANIZATION INFORMATION

Organization Legal Name (and DBA):

Douglas County

Organization Address:

1329 Waterloo Lane

City :

Gardnerville

State:

NV

Zipcode:

89423

Phone Number:

7757826246

Email Address:

badie@douglasnv.us

Organization Type (Select One Identifier) :

- | | | | | | |
|---|---------------------------------------|---|--|--|---|
| <input type="checkbox"/> Non-Profit 501c3 | <input type="checkbox"/> State Agency | <input checked="" type="checkbox"/> County Government | <input type="checkbox"/> City/Local Government | <input type="checkbox"/> Conservation District | <input type="checkbox"/> Other NV Political Subdivision |
|---|---------------------------------------|---|--|--|---|

Tax ID :

88-6000031

NV State Vendor Number :

T40174400

Organization Grant/Project Contact:

Brook Adie

Phone Number:

7757826246

Email Address:

badie@douglasnv.us

Organization Fiscal Contact:

Geoff Bonar

Phone Number:

7757826243

Email Address:

gbonar@douglasnv.us

NEVADA CONSERVATION AND RECREATION FUND

GRANT
APPLICATION

PROJECT NARRATIVE

Brief project summary:

The Douglas County Fairgrounds is a popular multi-use facility hosting local and regional events year-round. The complex includes a 1,500-seat grandstand, horse barn, pavilion, and other amenities and has significant potential for expansion and additional recreational and public usage. Well-attended recent events have demonstrated a need for additional horse stalls, more grandstand seating, and important infrastructure upgrades. The 81-acre site is adjacent to 600 acres owned by the Bureau of Land Management, which may be available for a land-lease agreement. A campground could be added for both events and emergency shelter. There has also been an interest in an indoor equestrian facility. The Master Plan will analyze and assess current facility strengths and challenges and future event and community needs. It will look at alternate expansion possibilities and ultimately create a comprehensive, cohesive, coordinated, and community-based roadmap for a Fairgrounds that serves the needs of Douglas County and western Nevada into the future; attracts new visitors and events; and helps protect and celebrate the culture and history of our region and state.

Please describe planning activities that have taken place in preparation of this project.

The County has completed a campground feasibility study for the Fairgrounds area, which found that there was space available for approximately 139 spaces and that the campground should be able to pay for itself with typical occupancy rates and market rate rentals. The County is also in the process of completing a countywide Strategic Plan. Fairgrounds improvements, including assessing the need for an equestrian facility, event center and camping options, are among the goals and initiatives expected to be approved in the Strategic Plan. Expanding the Fairgrounds is also expected to be a goal of the plan. The five-year Strategic Plan (2023-2027) creates a shared vision between the residents of Douglas County and their elected officials. The County provided many opportunities for residents to become involved in the conversation, including an online survey, public workshops, and strategic planning tables at other events around the County. The plan is expected to be approved by the Board of County Commissioners in January.

Describe how this project meets a community or environmental need:

Please see attached (under "Project Support Materials")

What is the 20-year maintenance or management plan for the project:

The Fairgrounds would continue to be maintained, owned and operated by Douglas County. The County's Parks and Recreation Department, which is part of Community Services, manages and maintains the facility year-round.

GRANT APPLICATION

PROJECT NARRATIVE

Describe how this project encourages collaboration with other organizations:

The Fairgrounds Master Plan will include feedback from an array of state and local partners and stakeholders. The County Parks and Recreation Department has begun discussions with the Bureau of Land Management and the Nevada Department of Outdoor Recreation about the possibility of leasing part or all of the 600 acres owned by BLM adjacent to the Fairgrounds; the Plan will provide the opportunity to continue those discussions in the larger context of facility, County, regional and state needs. The Plan will include input from both agencies, as well as the County's Parks & Recreation Advisory Board; other county officials; the general public; the equestrian community; and facility and site users, including the Nevada Agricultural Fair, the Douglas County Rodeo and other organizations and agencies that hold events at the site.

Will your project be on private or public land and have you received authorizations for the project:

The Master Plan will consist of plans for the Fairgrounds, which is on public land owned by the County. It will also assess the feasibility of expansion on property owned by the Bureau of Land Management, in conversation with BLM and the Nevada Department of Outdoor Recreation; this is also public land. Once the Master Plan is complete, it will be put before the Parks & Recreation Advisory Board and the Douglas County Board of County Commissioners for final approval.

How will your project leverage state funding to preserve and protect the natural and cultural resources of the State of Nevada (or benefit of these resources):

The funding from Conserve Nevada will allow Douglas County to develop a well-considered and financially feasible plan for timely and needed improvements to the Fairgrounds. The improved Fairgrounds will help protect Nevada's historic and cultural resources by hosting events that celebrate the state's agricultural and rural culture, such as the Nevada Agricultural Fair, which focuses on the science and practice of farming, homesteading and producing livestock in western Nevada. The show includes a youth livestock show and exhibits on canning, breads, vegetables, art and educational displays. The facility also hosts an artisan fair that spotlights local art and crafts. The Fairgrounds project will also expand recreational opportunities through more and larger equestrian and other dirt events. This Master Plan is crucial to developing a roadmap for improvements that meets future needs and is comprehensive and feasible to implement.

Will there be an impact to environmental or cultural resources from your project and what mitigation have you taken:

The Master Plan will assess any impacts on environmental or cultural resources and include steps to ensure that impacts are kept to a minimum.

GRANT APPLICATION

PROJECT NARRATIVE

Describe any support your project has received from other public entities:

Fairgrounds Improvements and Expansion received support through the strategic planning process during public outreach, with a considerable amount of feedback from the public in support of efforts to expand and improve the facility. The County's Parks & Recreation Advisory Board is also very supportive of these efforts. The County is also in communication with the Bureau of Land Management and the Nevada Department of Outdoor Resources about the expansion and improvement plans and the possibility of leasing land adjacent to the facility for this project.

Describe what sustainable practices that have been incorporated into your project:

This Master Plan will consider and recommend sustainable practices that can be incorporated into the project, such as energy-efficient infrastructure upgrades.

If the project is related to public use, describe the ability of the public to access the project:

The public will be involved in the development of the Master Plan through the solicitation of public feedback on the plan, and the Fairgrounds complex is also open to the public. The Fairgrounds can be rented by the public for events, and also the public attends many of the events at the Fairgrounds, such as craft fairs, dirt bike events, and rodeos. The Fairgrounds also hosts a number of events with community benefit, such as service events that benefit youth sports. The Master Plan will also look at and recommend any facility upgrades that are needed to meet ADA standards to ensure the site is accessible to all.

Describe your organizations experience managing other grants and projects:

The Douglas County Community Services Department and the County as a whole manage an array of state and federal grants, including a community services block grant and community health grants, as well as FAA, HUD, DEA, Homeland Security, US Department of Agriculture, Department of Justice, Federal Emergency Management Agency, NDOT, FHWA and US Treasury grants.

NEVADA CONSERVATION AND RECREATION FUND

GRANT APPLICATION

PROJECT NARRATIVE

Please provide any additional information for consideration:

PROJECT BUDGET

Project Activity Description	Grant Funding Requested	Match Funding (Must be provided for project)
Acquisitions/Conservation Easement (Land/Water)	\$0.00	\$0.00
Planning & Design	\$45,000.00	\$5,000.00
Construction/Materials	\$0.00	\$0.00
Permits/Project Reviews	\$0.00	\$0.00
Study/Research/Document Preparation	\$0.00	\$0.00
Administrative Costs (3% max)	\$0.00	\$0.00
Other: N/A	\$0.00	\$0.00
Other: N/A	\$0.00	\$0.00

BUDGET NARRATIVE

Please provide a budget narrative including how any in-kind rate is calculated :

The project budget will be used to contract with a planning consultant to develop a Master Plan for the Douglas County Fairgrounds. The budget estimate was based on an estimated scope of work and fee provided to the County by a consultant that has done previous similar work for the Parks and Recreation Department (specifically, the Fairgrounds campground feasibility study). The scope of work includes a site assessment, opportunities and visioning; a conceptual facility plan and public outreach; and a facility Master Plan.

Level of Matching Funds Provided (Select One-A minimum match of 10% is required) :

10% 15% 20% 25% 30% 40% 45% +50%

What is the source of the matching funds?

Departmental budget (room tax funds)

Does your project have access to any other funding sources?

Yes No

Would other funding be determinate on receiving a grant from Conserve Nevada?

Yes No

Does your organization undergo regular independent audits?

Yes No

Has your organization ever lost an awarded grant?

Yes No

Has your organization ever been federally suspended or disbarred?

Yes No

If your organization is a Non-Profit (501c3) are you able to provide a copy of your Form 990 for the last 3 fiscal years ?

Yes No N/A

LAND/WATER ACQUISITION

This section only applies to land and water acquisitions

Describe how your project will secure the State of Nevada's interest in any land or water acquired with State bond funds (Please note the State may require reversionary clause or deed restriction on the property)?

N/A

Describe how you will ensure the stewardship of the property including maintenance, monitoring and enforcement of weed control, dust control and other related issues?

N/A

How will you ensure that property acquired to preserve or protect the natural, historic or cultural resources of this State is maintained in a manner that is consistent with the purposes of the Program:

N/A

Will you utilize eminent domain for your project (Please note a "Yes" response will disqualify your project.

Yes No

Will your organization provide future reporting and monitoring of the property?

Yes No

Has your organization received State bond funding in the past for an acquisition?

Yes No

Will your project include the purchase of water rights?

Yes No

Will land or water purchased using State funds be preserved for perpetuity?

Yes No

GRANT APPLICATION

GENERAL INFORMATION

Has your organization completed previous similar work:

Yes No

Will your organization be able to complete the project within 3-years of bond issuance:

Yes No

Will the project include the purchase of equipment:

Yes No

Will the project include any work that is a condition of approval of any other project (including mitigation)

Yes No

Will you able to maintain accurate accounting of all expenditures of the grant:

Yes No

Will you be able to provide quarterly project reports on or before January 31, April 30, July 31, and October 31 during the duration of the project:

Yes No

Will you authorize visits to the project site by the Department of Conservation and Natural Resources for the lifetime of the project:

Yes No

Have you read, understand, and agree to all the terms enumerated within the program regulations:

Yes No

Will you recognize the Conserve Nevada Program as a funder of the project through media and signage:

Yes No

Total population served:

49,628.00

Is the community served by the project eligible for any assistance by other governmental agencies or programs:

Douglas County is considered rural due to its population size.

GRANT APPLICATION

SUPPORT MATERIALS

Please upload support materials as a pdf file.

Project Budget (Detailed w/ quotes):



Project Map:



Project Timeline:



Governing Board Resolution (Approving Application):



Proof of Interest in Land (or letter of support from land management agency)

Proof of Matching Funds (example letter of award)



Support Documentation of property owner notification see Page 11, Sec 30 (2)(i) of Program Regulations



Project Support Materials:



Project Support Materials:

Project Support Materials:

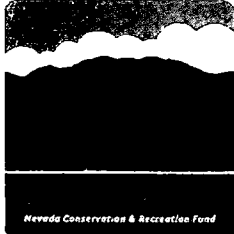
Form 990 (501c3 Submission):

Form 990 (501c3 Submission):

Form 990 (501c3 Submission):

GRANT APPLICATION

SUBMISSION



By signing this grant application, I certify I am the authorized representative for the listed entity. I am submitting this grant application in order to be consider for a grant award from the Conserve Nevada Program. I certify the information in this grant application is true and correct to the best of my ability. I understand that information in this grant application may be used for evaluating my entity for funding eligibility. However, my signature does not obligate my entity to receive funding from the Nevada Conservation & Recreation Fund.

Date:

12/27/2023 | 1:00 PM PST

Full Name:

Brook Adie

Title:

Interim Community Services Director

Signature:

DocuSigned by:
Brook Adie
3590A74ADF7B464

CONSERVE



Describe how this project meets a community or environmental need:

The expansion and improvements of the Douglas County Fairgrounds would meet several community needs.

The Fairgrounds is currently at capacity for many local events. The facility hosts the Douglas County Rodeo, a two-day event that brings in national performers, multiple events and numerous vendors, and the Nevada Agricultural Fair, a three-day event that celebrates the agricultural culture of western Nevada. The Fairgrounds also hosts high school rodeo events, youth agricultural shows, nonprofit events, and service events, such as the Douglas County Sheriff's Department annual haunted house, which benefits the department's K-9 program.

The Fairgrounds currently has 40 horse stalls and needs to add another 40 to 50 to get closer to the 100-130 stalls that are needed for most current events. This improvement would both expand the number of events the Fairgrounds could host and eliminate the need to build temporary pens for the high school rodeo season. In addition, the facility needs more grandstand seating; the facility has hosted a number of sold-out shows where the County had to bring in additional bleachers at a cost of \$35 a seat.

Infrastructure upgrades, in particular increased power capacity and improvements to the announcer's booth, are also needed to continue to maintain the quality of event services. An indoor equestrian center would also open the door to many more events, and it could also serve as an evacuation center during wildfires and other emergencies. Adding campgrounds to the complex would provide visitors and vendors with a place to stay during events, as well as a resource for residents during emergencies. The current fairgrounds became an evacuation center for people with animals during recent wildfires. Because residents couldn't take pets to shelters, the pavilion was used for cats and dog kennels. The campgrounds could also be used for temporary shelter during emergency evacuations.



Douglas County Fairgrounds Master Plan

Estimated Project Timeline

February 2024: Grant Decision

March 2024: Notice of Award approved by Board of County Commissioners; Scope of Work finalized and contract signed with Consultant

April-June 2024: Site Assessment, Opportunities and Visioning

July-September 2024: Conceptual Facility Plan and Public Outreach

October-December 2024: Finalize Facility Master Plan and present for feedback and approval to Parks & Recreation Advisory Committee and Board of County Commissioners



WOOD RODGERS

December 21, 2023

Brook Adie
Interim Director Community Services
Douglas County
1329 Waterloo Ln.
Gardnerville, NV 89410
(775) 782-6246
badie@douglasnv.us

Re: Douglas County Fairgrounds Master Plan Scope of Work and Estimated Fee

Brook,

Below is a DRAFT scope of work and estimated fee to assist Douglas County in developing a facility master plan for the Douglas County Fairgrounds and providing optional concepts for the adjacent 600 acres of public land. This DRAFT scope of work and estimated fee are preliminary and subject to change based on the final determined project scope of work.

Draft Scope of Work:

1. Site Assessment, Opportunities, and Visioning

- Gather GIS data including parcel data, aerial, topography, utility information, and other potential site constraint information publicly available. Survey is not included in this scope of work.
- Develop an existing conditions base map which will include site constraints, natural resources, notable features, surrounding property ownership, and other necessary items that could impact future development of the facility.
- Conduct two (2) community input meetings with the neighborhoods within 3 miles of the site.
- Based on input from the community meetings and stakeholder feedback, develop goals and recommendations for facility enhancements.

Sub-total for Task 1

\$7,500 LS

2. Conceptual Facility Plan and Public Outreach

- Based on the outcomes of Task 1, develop a conceptual plan for future facility improvements. The conceptual plan will be a colored planning level map identifying location and type of improvements that may include:
 - Keeping or repurposing existing facility components
 - New recreation and event space opportunities
 - Access and circulation
 - Potential infrastructure improvements
 - Multi-use path and trail enhancements, community connectivity
 - Natural resource conservation
 - Drainage and flood conveyance
 - Other opportunities identified through the visioning process
- The concept plan will be prepared for presented at one (1) public workshop and presented through an online platform for public review.
- Comments received will be documented and analyzed to help determine the final master plan map.

Sub-Total for Task 2

\$20,000 LS

Reno Office: 1361 Corporate Boulevard • Reno, NV 89502 • Tel: 775.823.4068 • Fax: 775.823.4066

Offices located in California and Nevada

www.woodrogers.com

Douglas County Fairgrounds Facility Master Plan
Scope of Work and Estimated Fee
December 21, 2023
Page 2 of 2

3. Facility Master Plan

- Based on the outcome of Task 2, a draft planning level illustrative facility master plan map will be developed.
- A final planning level order of magnitude cost will be developed for the facility master plan.
- A phasing plan will be developed for facility master plan implementation.
- The Draft facility master plan will be presented at one (1) Parks and Recreation Commission meeting and one (1) Board of County Commissioners meeting.
- One (1) round of comments will be addressed and a final planning level illustrative facility master plan map provided, including update of the planning level cost estimate and phasing plan.

Sub-Total for Task 3 **\$22,500 LS**

Total Estimated Fee **\$50,000 LS**

Estimated Schedule:

It is assumed the draft scope of work could be completed within 10 months (subject to change) as outlined below:

- Task 1 – Site Assessment, Opportunities and Visioning: 3 months
- Taks 2 – Conceptual Facility Plan and Public Outreach: 3 months
- Task 3 – Facility Master Plan: 3 months + Parks and Rec & County Commission meetings

Thank you for the opportunity to provide this initial draft scope of work and estimated fee. If you have any questions or require additional information, please do not hesitate to contact me at (775) 771-0066 or via email at dkirkland@woodrogers.com.

Sincerely,

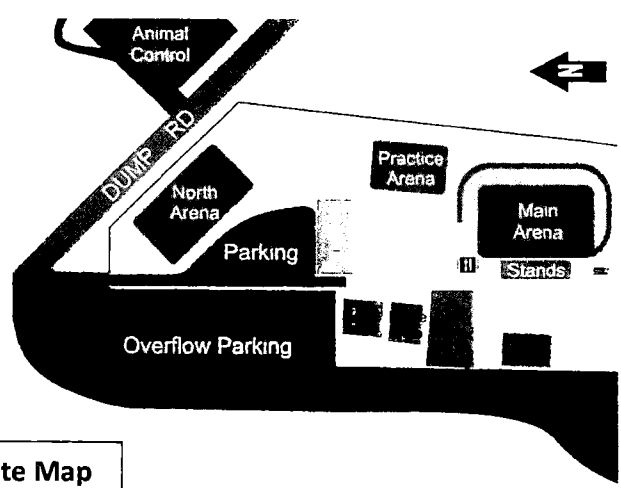
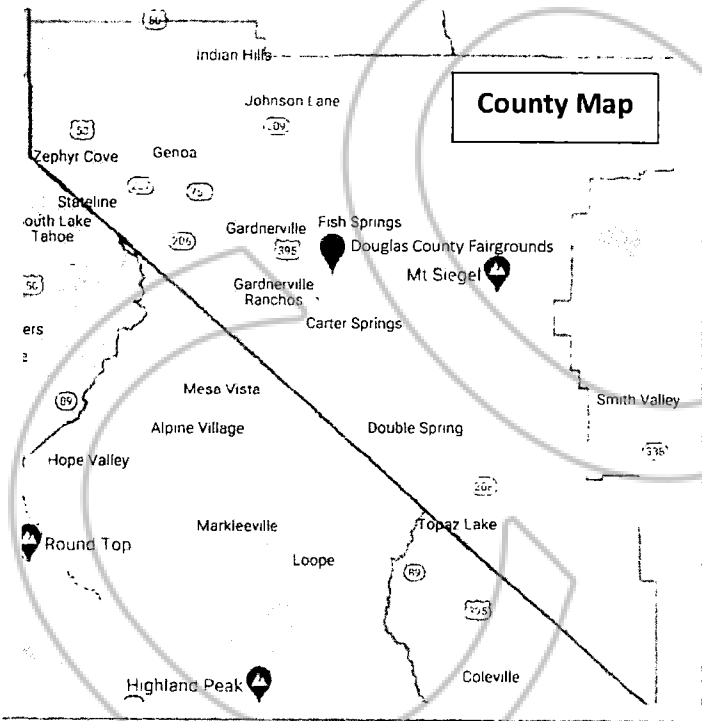
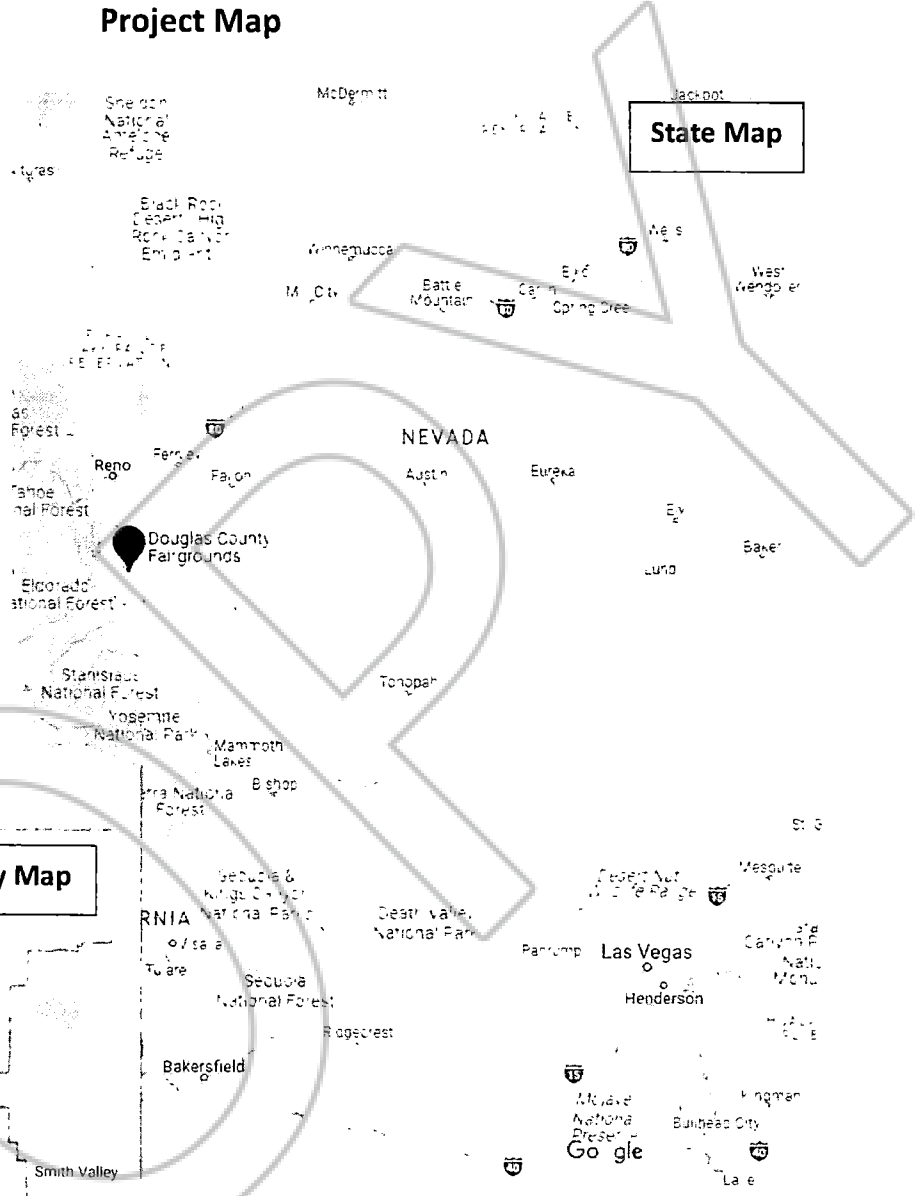
Wood Rodgers Inc.

Derek Kirkland, AICP
Principal



Douglas County Fairgrounds

Project Map



Site Map



**COMMUNITY SERVICES
PARKS & RECREATION**

▲ Parks /Weed Control
1323 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835
Fax (775) 782-5799

▲ Recreation/Douglas County
Community & Senior Center
1329 Waterloo Lane
Gardnerville, NV 89410
(775) 782-5500 Ext: 1
Fax (775) 782-9844

▲ Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271
Fax (775) 586-7273

Interim Director: Brook Adie

Mail: PO Box 218 Minden, NV 89423

Date: December 26, 2023

Brandon Bishop
Conserve Nevada Program Manager
Department of Conservation and Natural Resources
Director's Office
901 S. Stewart Street, Suite 1003
Carson City, NV 89701

Dear Mr. Bishop,

Thank you in advance for your consideration of our application for a Conserve Nevada grant in support of our Douglas County Fairgrounds Master Plan. This plan is crucial to our dream of creating a fairgrounds complex that serves the needs of our community while also providing space for even more events and visitors. We would be grateful to partner with you to help create this vision, roadmap and, ultimately, reality.

The \$5,000 match for this project (10% of the overall \$50,000 grant project cost) will come from our Community Services budget, which is funded by the county's room tax. By this letter, I am committing to providing this match if the grant is awarded.

Thank you for your assistance and for considering our application for Conserve Nevada.

Sincerely,

Brook Adie, Interim Community Services Director



**COMMUNITY SERVICES
PARKS & RECREATION**

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Interim Director: Brook Adie

Mail: PO Box 218 Minden, NV 89423

December 27, 2023

Brandon Bishop
Conserve Nevada Program Manager
Department of Conservation and Natural Resources
Director's Office
901 S. Stewart Street, Suite 1003
Carson City, NV 89701

RE: Conserve Nevada Grant Application

Dear Mr. Bishop,

The Douglas County Fairground Complex is a vital community, county, and regional resource, and we are excited to work together with Conserve Nevada to envision a plan for its future. The Douglas County Fairgrounds Master Plan is a crucial first step in developing a road map for a fairgrounds facility that meets the current and future needs of the county, region and state.

Because the match for the Conserve Nevada Grant Application is within my spending authority as Interim Community Services Director, it does not need to go before the Douglas County Board of County Commissioners at this time. If we were to receive the grant, the grant's Notice of Award will go before the Douglas County Board of County Commissioners for their approval, and a copy of the resolution will be forwarded to your office at that time.

Thank you again for your assistance and for considering our application for Conserve Nevada.

Sincerely,

Brook Adie, Interim Community Services Director
Douglas County

More than just fun and games!



**COMMUNITY SERVICES
PARKS & RECREATION**

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Interim Director: Brook Adie

Mail: PO Box 218 Minden, NV 89423

December 27, 2023

Brandon Bishop
Conserve Nevada Program Manager
Department of Conservation and Natural Resources
Director's Office
901 S. Stewart Street, Suite 1003
Carson City, NV 89701

RE: Conserve Nevada Grant Application - Property Owner Notification

Dear Mr. Bishop,

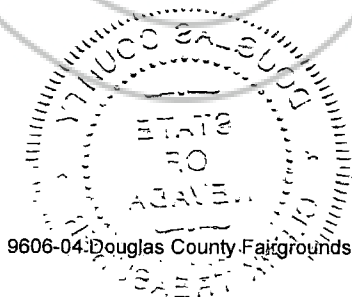
As noted in our application for the Fairgrounds Master Plan, community input has been a cornerstone of this application and project. In addition to the feedback collected through the Douglas County's Strategic Planning process, the Master Plan Scope of Work includes two community input meetings with the neighborhoods within three miles of the site.

The planning process will also include collecting and analyzing stakeholder feedback, as well as a public workshop and an online platform for feedback on the concept plan. The scope also includes presentations of the draft Master Plan at both Parks and Recreation Advisory Board and Board of County Commissioners meetings.

We know that offering plenty of opportunities for public feedback throughout this planning process is crucial to ensuring this Master Plan meets the current and future needs of our county, region and state, and we look forward to working with Conserve Nevada in this process.

Sincerely,

Brook Adie
Interim Community Services Director



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20 day of August, 2024

By *Michael L. ...* Deputy