

Agenda Item #7b

**COMMISSION
FOR
CULTURAL CENTERS AND HISTORIC
PRESERVATION**



GRANTS MANUAL

**GENERAL ADMINISTRATIVE GUIDELINES
Fiscal Year 2019-2020**



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

DRAFT

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INTRODUCTION

In 1991, the Nevada Legislature created the Commission for Cultural Affairs (Commission or CCA) to encourage preservation and development of cultural resources throughout the State by creating a network of cultural centers and activities. The Commission awarded its first grants in 1993. In 2015, the Nevada Legislature replaced the Commission for Cultural Affairs with its successor Commission for Cultural Centers and Historic Preservation (Commission or CCCHP).

The Commission is composed of the chairs (or designees) from the Nevada Arts Council, the Board of Museums and History, the State Library and Literacy Council, and the Nevada Humanities Committee. In addition, the Governor appoints a second member from the Board of Museums and History representing historic preservation and an “at-large” Commissioner with knowledge of Nevada’s tourism industry. The commitment of these volunteers includes hundreds of hours spent touring cultural sites, reviewing applications, and working with staff and grant recipients.

The Commission serves as an advisory board for the Department of Conservation and Natural Resources, which implements the grant program, relying on State bond sales for funding of grants and subsequent rehabilitation of historic buildings to be used as cultural centers. When awarding grants to historic preservation projects, the Commission considers the following:

- Accessibility to the community; and
- Promotion of tourism; and
- Promotion of preservation of some historic feature of Nevada; and
- Project sustainability after Commission support has ended; and
- Successful incorporation of the various disciplines directly associated with preserving and developing Nevada’s cultural resources; and
- Quality

Staff from the State Historic Preservation Office (SHPO), the Nevada State Library, Archives and Public Records, the Division of Museums and History, and the Nevada Arts Council is available individually and as teams to assist in development of projects and applications. We encourage you to use the expertise available. Contact information is listed below.

Division of Museums and History
401 North Carson Street
Carson City, Nevada 89701
Phone: 775-687-4340
Fax: 775-687-4333

Nevada State Library, Archives and Public Records
100 North Stewart Street
Carson City, NV 89701
Archives: 775-684-3310
Library: 775-684-3360
Fax: 775-684-3311

Nevada Arts Council
716 North Carson Street, Suite A
Carson City, NV 89701
Phone: 775-687-6680
Fax: 775-687-6688

State Historic Preservation Office
901 South Stewart Street, Suite 5004
Carson City, NV 89701
Phone: 775-684-3448
Fax: 775-684-3442

ADMINISTRATION

The purpose of this manual is to provide general grant management guidance for applicants considering this grant program and recipients of Commission for Cultural Centers and Historic Preservation (CCCHP) grants. It defines both fiscal and programmatic responsibilities and requirements.

In an effort to meet generally accepted accounting practices, an organization receiving CCCHP funding must comply with provisions of the State Administrative Manual (SAM). This manual highlights many of the applicable requirements for easier understanding. In addition, the Nevada Revised Statutes (NRS) governing purchasing (NRS 332) is located in Appendix III. Other grant management resources include all applicable rules and regulations within your local jurisdiction or community. Grantees can also refer to the “[National Park Service Historic Preservation Grants Manual](#)” if they have other questions.

Grantees are also required to adhere to [The Secretary of the Interior’s Standards for the Treatment of Historic Properties \(Standards\)](#) for proposed work on historic buildings.

The SHPO administers the day-to-day operations of the CCCHP grant program. Fiscal and project reviews are done by staff familiar with state fiscal requirements and historic preservation techniques. The SHPO encourages potential applicants and Grantees to contact staff at any time for answers or discussion regarding the program. If you have any questions regarding this manual or the management of your CCCHP grant, please do not hesitate to contact the CCCHP Manager:

Carla Hitchcock, CCCHP Manager
State Historic Preservation Office
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5248
(775) 684-3448 Phone
(775) 684-3442 Fax
Email: chitchcock@shpo.nv.gov

Kristen Brown
Architectural Historian
(775) 684-3439
Email: knbrown@shpo.nv.gov

Marianne Lockyer
Administrative Services Office (ASO)
(775) 684-3446
Email: m.lockyer@shpo.nv.gov

QUALIFYING FOR A CCCHP GRANT

The Commission for Cultural Centers and Historic Preservation has developed criteria by which to judge applications for grants. These are based on NRS 383, rulings by the Nevada State Attorney General, and the Commission's own planning efforts.

To qualify, an Applicant should consider the following:

1. The Applicant must be a governmental agency or a 501(c)3 non-profit corporation formed for educational or charitable purposes. Private property owned by an individual is not eligible. Properties owned by non-profit religious organizations are eligible if they are already listed on the National Register of Historic Places.
2. The project must involve rehabilitation or pre-development work (planning documents or rehabilitation construction work) related to a historic building and/or a prehistoric and historic feature.
3. For new potential applicants, A Letter of Intent must be completed--See Application Process section below for instructions.
4. The project must produce a cultural center that will add to a network of cultural centers and activities.
5. The Applicant must clear the application with all of its internal approval entities (e.g., entities or offices that process fiscal requests, approve changes to properties or that track grants).
6. The proposed project must produce a final report. See pages 25-26 for reporting requirements and page 63 for final report format.
7. The proposed project must be completed within a reasonable amount of time in such a way that the State can comply with laws related to the bond sale. Applicants should be prepared to complete the funded phases of a project within 15-18 months from the date of the bond sale.
8. The Applicant must be able to manage the grant and account for the expenditure of funds according to the SHPO's fiscal requirements (e.g., have adequate accounting system and auditing procedures in place to provide effective accountability and control of property, funds, and assets sufficient to meet Grantee needs and Grantee audit requirements).
9. The Applicant should have a satisfactory record of integrity, judgment, and performance, especially with prior performance upon grants and contracts.
10. The Applicant should have a vendor number from the Nevada State Controller's Office. The Applicant can register online: <http://controller.nv.gov/Buttons/ElectronicVendorReg/>

Alternatively, the Applicant can complete and mail in with the requested documentation found here: <http://controller.nv.gov/uploadedFiles/controllemnvgov/Content/VendorDB/KTLVEN->

[01_Registration_Substitute_IRS_Form-W-9.pdf](#)

If you have any questions or concerns regarding the process, you can contact the Controller's Office at 702-486-3810.

11. The Applicant will plan to submit a reimbursement requests and progress report (See Appendix II for templates).
12. The complete *CCCHP Grant Application* must be hand-delivered to the SHPO by close of business **February 28, 2020** or post-marked no later than **February 28, 2020** if mailed.

EVALUATION CRITERIA

In an open public hearing, each Commissioner will review the applications according to the Evaluation Criteria. The Commission will assign total points for each of the applications. *These scores will not decide, by themselves, distribution or levels of awards.* Each Commissioner may consult his/her scores for evaluation as a guide for distribution of available funds. At the hearing, SHPO staff averages proposed distribution of funds for each project. The Commission reserves the right to consider subsequent testimony and discussions, after which members discuss and adjust distribution of funds. **Note:** The Commission will consider projects that are emergencies, and it will look favorably on projects that can be completed in their entirety by the end of the grant cycle. The following criteria are merely a method of initial ranking for purposes of further discussion.

1. Historic Preservation Issues – 40 points

Examples of topics to be considered:

- a. The project will promote or preserve some historic feature of Nevada.
- b. The building or prehistoric feature or historic feature or resource of cultural significance can be realistically saved.
- c. The applicant demonstrates an ability to raise or sustain required amounts of financial support from sources other than the State of Nevada, including donations of goods and services (relative to the means and abilities of the applicant).
- d. The project will produce a facility that will continue to be used as a cultural center in the future and will be properly maintained according to the [Secretary of the Interior's Standards for the Treatment of Historic Properties](#).

2. Community Impact – 30 points

Examples of topics to be considered:

- a. The project will promote tourism in the State.
- b. The project will supplement training and education in the classroom, in the arts, and the humanities.
- c. The project incorporates the various disciplines directly associated with cultural resources, such as the museums, arts, and humanities, and will be used by many types of cultural organizations.
- d. A broad base of the community will use the facility supported by the project.
- e. The facility will assist the Commission as it addresses the needs of geographic and demographic balance.

3. Accountability – 30 points

Examples of topics to be considered:

- a. The applicant can demonstrate that it can complete a quality project within budget and in a reasonable time.
- b. The applicant can manage the grant and can account for expenditure of funds according to the State of Nevada and Commission's fiscal requirements.

APPLICATION PROCESS

Letter of Intent

Organizations seeking Commission funding, who are new to the process or with buildings new to the process, must submit a Letter of Intent to apply for a CCCHP grant. New applicants must submit this letter, with original wet signatures, by **November 1, 2019**, so that the SHPO has sufficient time to work with applicants as they develop their applications. The Commission **will not** consider applications from organizations new to the process, or organizations with buildings new to the process, that have not submitted a letter of intent by this due date.

The Letter of Intent must outline the amount of funding to be requested, the nature of the project, and the nature of the organization's cultural programming. In addition, the letter should address the nature of planning already completed by the organization.

Application

All hand-delivered applications must be received, with original wet signatures, at the SHPO by close of business on **February 28, 2020**. Mailed applications must be post-marked by no later than February 28, 2020. There will be no exceptions. The Commission will not accept any late applications either by mail, hand-delivery, or at the time of the hearing. It will only consider written material submitted by **February 28, 2020** and testimony regarding the application at its grant hearing.

Upon completion of SHPO staff review, the SHPO sends applications to the Commissioners who review them individually and independently of one another in advance of the grant award hearing. After the Commission establishes the year's awards at the aforementioned hearing, the allocated grant funds will total **\$2,850,000.00**.

PROJECT REQUIREMENTS

Upon acceptance of a Commission grant, Grantees are required to:

1. Comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties (See Appendix III).
2. Report any changes made to the project scope during the duration of the grant by completing a project change request (See Appendix II).
3. Provide the SHPO with financial reports and progress reports on the project.
4. Allow the SHPO full access to all documents necessary for a comprehensive audit.
5. File the recorded covenant, with proof of recording, with the SHPO prior to the submission of any request for reimbursement.
6. Submit a Request for Permission when any visual and/or structural changes are planned for the building in accord with the requirements of the covenant (See Appendix I).
7. Notify the Commission when there are fundamental changes to your organization's programming, structure or leadership.

SPECIFIC REQUIREMENTS

1. Requirement: Project Documentation

- a. A site plan and floor plan with north arrows clearly marked.
- b. City/county map with property clearly labeled.
- c. Plans & specs for the project (if applicable) or a detailed scope of work.
- d. Detailed photographs of all exterior elevations with views, identified & oriented to site plan.
- e. Detailed photographs of all major rooms and project rooms, labeled and keyed to a floor plan. Please include photos of specific elements proposed for modification (for example, if repointing of mortar is requested, please illustrate the current conditions with photos of existing mortar joints).
- f. Any other relevant information to enable a thorough project review such as plans, photos, Historic Structure Reports, Architectural Studies, Condition Assessments.

2. Requirement: Covenants

A covenant is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the covenants whether or not the owner is the Grantee. When properly monitored and enforced, the covenants ensure the property's protection from unsympathetic changes and, in the event the property is sold, it is recorded with the deed, and the requirements are passed along to the new owner.

Please Note: CCCHP Grantees cannot begin the grant-funded portion of a project until the covenants are officially recorded with the appropriate County Recorder and the proof of recording has been sent to the SHPO along with the original covenants. The SHPO will not honor any request for reimbursement for projects that have not returned the original covenants document with a proof of recording.

By signing the covenants, the property owner agrees to the conditions of the covenants which may include:

1. Maintaining the premises for a minimum term of years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship, and environment; and
2. Allowing public access to the property.
3. Notifying the SHPO of any proposed structural or visual changes or modifications to both the exterior and the interior of the building prior to implementation.

The duration of the preservation covenants are determined by the cumulative award amount applied to the individual building or resource as noted below:

<u>Cumulative CCCHP award</u>	<u>Covenant Length</u>
up to \$99,999	20 years
\$100,000 to \$174,999	30 years
\$175,000 to \$249,999	40 years
\$250,000 to \$750,000	50 years
\$750,000 or more	Perpetuity

Several additional and important items to note regarding covenants:

1. Where there are several phases of development assistance, the term of the covenants must be commensurate with the total (aggregate) grant assistance the building or resource has received.
2. A new covenants document will be prepared for each grant cycle regardless of any prior awards. Covenant lengths run concurrently and independently of any other prior covenants document.
3. The preservation covenants are effective upon execution of the SHPO funding agreement.

FISCAL REQUIREMENTS

Funding Agreements

The SHPO requires Grantees to successfully complete their funding agreements within 180 (one hundred eighty) days of official notice of grant award. If a Grantee goes 180 (one hundred eighty) days without completing their funding agreement, the SHPO will notify the Commission (See Appendix I for a funding agreement template). The Commission may chose to withdraw the entire award from the Grantee. The Commission may then meet to reallocate the funds to another Grantee.

Progress Reports and Reimbursement Requests

The SHPO requires Grantees to submit progress reports and reimbursement requests (See Appendix II) based on the terms of the funding agreement. If a Grantee goes two quarters without submitting progress reports and reimbursement requests, the SHPO will notify the Commission of this delinquency.

Timing of Project Costs

Project costs for the portion of the project receiving grant funds must be incurred within the approved grant period, as defined in the funding agreement. The SHPO will not honor any requests for reimbursement for any costs incurred, or contributions of services made, or assets acquired prior to or subsequent to the grant period.

Duration of CCCHP grant

The duration of a grant is 18 months from the date of the bond sale.

Project Personnel

Project Director vs. Financial Manager

The project director is the individual who is directly in charge of the project and is familiar with all aspects, financial and programmatic, of the project. He or she shares responsibility with the financial manager for certifying all expenditures are valid and necessary. The project director is responsible for compliance with all regulations, including SHPO review prior to commencing work, and for submitting progress reports.

The financial manager is responsible for all fiscal matters relating to the project and the individual ultimately in charge of accounting, management of funds, verification of expenditures, and grant financial reports. The financial manager should be someone other than the project director.

ACCOUNTING AND RECORDS REQUIREMENTS

Accounting systems for all CCCHP grant-funded portions of projects must ensure the following:

1. All recipients of CCCHP funding are required to establish and maintain accounting systems and financial records to account for grant funds awarded to them.
2. Grant funds awarded will be expended only for activities and purposes stated in the approved budget and scope of work and within the approved grant period.
3. Grant funds must be obligated before the end date of the grant period.
4. Obligated funds are those funds for which goods or services have been ordered or received, but which have not been disbursed. These obligations and payments include both CCCHP grant funds and matching contributions.
5. That grant funds are NOT commingled with funds from other funding sources.
6. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Each award must be accounted for separately.
7. Funds specifically budgeted and/or received for one project cannot be used to support another.
8. Funds shall not be obligated, nor will any requests for reimbursements to be honored, for grant related expenditures occurring prior to the beginning date established in the funding agreement.

Accounting System Criteria

A Grantee must use an adequate accounting system that meets the following criteria:

1. Presents and classifies projected historical cost of the grant as required for budgetary and evaluation purposes.
2. Controls funds and other resources to assure expenditures of funds and property use are in conformance with any general or special conditions that apply to the recipient.
3. Meets the prescribed requirement for period financial reporting of operations.
4. Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs.
5. Maintains all required records for three years from the date of the final report or until all questions arising from an audit have been resolved.

NON-SUPPLANTING REQUIREMENT

State funds must be used to supplement existing funds for program activities and may not replace (supplant) existing funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, recoupment of monies provided under this grant, and civil and/or criminal penalties.

(Example: If a purchase of equipment is necessary for the project; however, the agency involved already has budgeted for this purchase, use of state funds for that same equipment would reduce the agency's budget. This would be supplanting. However, if that same agency purchased the equipment in their original budget for use by that agency and used the state funds to purchase additional equipment for the project, the state funds have supplemented the agency's budget.)

NON-GRANT SHARE

Non-Grant Share (aka Matching Share)

This represents that portion of the total project or program costs not borne by CCCHP grant funds. *Match for Commission-funded projects is encouraged but not required.* A lack of match will not hurt a project, but documenting match helps the program in general and may help a Grantee's applications in the future. The Commission will consider match in evaluating applications, but, at the same time, may consider the fact that not all communities are able to produce match as well as others. The Commission would prefer to see as much documentation of match as possible to demonstrate that projects are supported by a wide variety of sources.

Matching share can consist of 'Cash Contributions.' 'Cash' represents the applicant's proposed cash outlay, including the outlay of money contributed to the Grantee by third parties.

The following may be used as "hard" cash match:

1. Local appropriations from governmental agencies.
2. Funds contributed from private sources.
3. Salaries of existing personnel who are transferred to grant activities only if the original positions are filled with new personnel and the salaries are not claimed for reimbursement.

NOTE: The agency must prove additional staffing was hired to do the original assignments at a comparable salary rate.

Matching share can also consist of 'In-kind (aka non-cash) Contributions.' This represents the value of non-cash contributions provided by the applicant or third parties. In-kind contributions may consist of charges for real property, non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to approved objectives of the grant-supported program.

Examples of cash or in-kind (non-cash) matching share can include:

1. Proposed charges incurred by the applicant as costs during the grant period;
2. Costs financed with cash contributed or donated to the applicant by third parties.
3. Costs represented by services and real and personal property, or use of these, contributed or donated by non-federal third parties during the grant period.
4. Donations of expendable equipment, office supplies, workshop or classroom materials or workspace. (Please use appropriate form included in Appendix II). The value placed on loaned or donated equipment may not exceed its fair rental value.
5. The monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or labor market. Fringe benefits may be included by the recipient organization for its own employees.

6. Time records signed by both the volunteer and supervisor must document all volunteer services claimed as the non-state portion of the matching grant. Time accounting for project volunteers is identical to that required for paid personnel. Such records must show the actual hours worked and the basis for determining the volunteer's contribution rate. (Please use Donated Labor form included in Appendix II.)
 - a. Rates charged for volunteers serving within their profession must be consistent with rates paid in state government for comparable activities and cannot exceed the hourly rate of \$82.49 per hour.
 - b. If a volunteer performs services outside his profession, that labor must be assessed at Nevada minimum wage (In 2019, this is \$8.25 per hour).
 - c. In-kind contributions for items other than personnel services must reflect fair market value and must be of such nature that if the state share were used to pay for the contribution, the Grantee would have incurred an allowable cost. The non-state share is subject to audit, along with the state share.

The matching share must be obligated by the end of the period for which the grant funds have been made available.

All Grantees must maintain records that clearly show the source, amount, and timing of all match contributions.

ALLOWABLE/UNALLOWABLE COSTS

CCCHP grants have certain fiscal and project requirements. The following are guidelines for allowable and unallowable costs, as well as examples and in-progress and post-project requirements. All costs must be necessary to the success of the project. If you have any questions as to whether your proposed match, costs, etc. are allowable, please do not hesitate to contact the CCCHP grant manager with any questions.

Allowable Costs – Bricks and Mortar Work (i.e. physical improvements to the building)

1. Roofing.
2. Electrical.
3. Plumbing.
4. HVAC systems.
5. Window rehabilitation.
6. ADA ramps.
7. Railing.
8. Refinishing.
9. Sound systems (permanently hardwired within the building).
10. Flooring.
11. Light fixtures.
12. Seismic retrofit.
13. Construction documents, Historic Structure Reports, and reports critical to the architectural assessment of the building.

Unallowable Costs

1. Landscape improvements, unless the work is needed to make the building safely accessible (ADA).
2. Reports, unless they are critical to the assessment, rehabilitation, and/or construction of the building.
3. Purchase of a historic building. The historic building must be owned by the organization applying for the grant. Under very special circumstances, exceptions to this have been made by the Commission.
4. Mortgage notes, insurance policies, and other similar instruments.
5. Programming.
6. Administrative costs, including travel.
7. Furnishings or anything that can be easily removed from the building (e.g., curtains, speaker systems, chairs, tables, and portable chalkboards).

REQUESTS FOR REIMBURSEMENT

Timely Reimbursement Requests:

The Grantee must be aware that timely reimbursement requests are a requirement of this grant.

Claims for reimbursement of expenditures must be submitted on a “CCCHP Reimbursement Request 2019” form as included in Appendix II. Unless an exception is made for your particular project, the following guidelines apply:

1. The Grantee or contractor may be required to incur project expenses and adequately document payment prior to reimbursement with CCCHP grant funds.
2. Reimbursement will only be made for actual cash expenditures or reimbursable services rendered. No “in-kind” contributions will be reimbursed with CCCHP grant funds.
3. Reimbursement will be made only on authorized items listed in Scope of Work in the funding agreement, attachment A-1.
4. All claims must have supporting documentation that balances to the amounts being claimed for each category. Supporting documentation includes but is not limited to:
 - a. Clear photocopies of invoices for all items charged to the project. Invoices must contain the company name or individual providing service and a description of the item or service purchased, the date, and a unit price.
 - b. Proof of payment may be required (clear copies of cancelled check [front and back]) for the total amount of the reimbursement request. The same documentation must be provided for the matching portion of the grant. Each check must be cross-referenced with the invoice.
 - c. If payments are made in cash, they must not exceed \$10 per invoice. No cash expenses will be accepted without prior arrangements with the SHPO.
 - d. If payment is made by credit card, a copy of the statement must be submitted.
 - e. Payments made by other electronic formats (e.g., electronic funds transfers) require a hard copy print out from the Grantee’s system.
5. Claims for reimbursement must identify the project number assigned by the SHPO. The number should be written or typed on each page of correspondence and supporting material.
6. All expenditures must be obligated within the approved project period. Proof all grant-funded project work must be completed within the period specified in the funding agreement.
7. Reimbursement payments will be adjusted to correct previous overpayments and disallowances resulting from non-supported expenditures, audit, or project review.

CONTRACTUAL PROFESSIONAL SERVICES

Contractual Professional Services

Independent contractor services must follow state and federal regulations. NRS 333.700(2) defines an independent contractor as “a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.”

The SHPO will accept flat rates for professional consulting services (up to a maximum rate of \$82.49). In addition, architects, engineers, and related professionals, and members of trades may be paid at recognized rates established by the industry or by demonstrated previous practices not to exceed \$82.49 per hour. The contractor may enter into a fixed-fee contract not based upon an hourly rate.

The consultant is required to prepare an invoice for professional services. The consultant will not exceed the rate for professional services established in consultation with the SHPO prior to beginning work. The SHPO does not require itemized time sheets for project consultants, but does require proof of payment and a signed statement of the hourly rate charged to the project and hours billed to the project.

Transportation and subsistence costs for travel may not exceed the state travel rates and regulations.

Dual compensation is not allowed.

Consultants employed by state and local governments will only be allowed when the unit of government will not provide their services without cost. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.

Contract Review

All Grantees must ratify contracts. NRS 332 is the governing legislation in the State of Nevada for local governments.

PROCUREMENT OF GOODS OR SERVICES

The primary objective is to obtain materials, supplies, qualified services, and equipment at the most reasonable cost to the taxpayer, to supply the agency as quickly as possible, and to afford vendors competitive opportunity. All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. To ensure maximum open and free competition, bidders' lists should be maintained and updated as required. Advertising of competitive requirements in local newspapers and trade publications is important in order to achieve more effective competition. Procurement of all goods and services shall be documented in accordance with existing statutes. State preference laws/ordinances have always required special attention by the awarding agency.

Also, prior to procurement of goods/materials, the project director should get approval from the SHPO that those good/materials meet the Standards, the approved scope of work, and can be used on the project.

Established methods of procurement include:

1. **Competitive Sealed Bidding** – bids that are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. This method is recognized as the preferred method of procurement and is properly used when the following conditions exist:
 - a. The requirement can be described and is finite and specific in detail, with no unknowns or contingencies.
 - b. There is good likelihood that competition is readily available among interested contractors that could satisfy the requirement.
 - c. There is enough time available to issue the solicitation, conduct a public bid opening, and award the contract to the lowest responsive and responsible bidder.
2. **Interdepartmental Transfer of Funds** – normally applies to state and local governments. In certain instances, a viable method to satisfy a requirement is funds transfer to another unit of the organization where the capability exists. This can be accomplished under the following conditions:
 - a. Another part of the organization has the in-house capability to satisfy the requirement; or
 - b. The organization has in existence a contractor currently performing that could effectively satisfy the requirement. This action, however, requires the SHPO to consent to a sole-source justification.
3. **Small Purchases** – are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than \$25,000 overall. Simplified informal procedures to cut down procurement lead-time for day-to-day support

items should be used and documented. (Please use the Competitive Negotiation and Small Purchases Contracting Documentation form included in Appendix II.)

4. **Negotiation** – is the method of procurement when the prerequisite for competitive sealed bidding cannot be met. The technique of competitive proposals is usually conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement-type contract is awarded. The procedures involve developing a performance “Statement of Work” (SOW) listing requisite requirements to accomplish the contract. The performance Statement of Work should be written in a straightforward manner and, as a minimum, should contain the following:
 - a. Background providing necessary introductory information or evolution of the requirement.
 - b. Objective/scope of work detailing broad parameters that are requisite for contract performance or effectively satisfy the requirement.
 - c. Tasks with accompanying deliverables should be indicated in a logical sequence, as the Grantee perceives the requirement.
 - d. A delivery schedule in increments as required satisfying the requirement.
 - e. Acceptance and approval procedures should be indicated.

Develop the Request for Proposal (RFP) containing at least the basic elements specified above, and before release, advertise the solicitation in accordance with state or local preferences.

1. **Sole-Source Contracting** – recipients are mandated to complete contractual requirements. There are, however, exceptions to this cardinal rule of competition. These exceptions result in “sole-source” contracting. Procurement by noncompetitive proposals is procurement through the solicitation from only one source, or after solicitation of a number of sources competition is determined inadequate. NRS 332 is quite clear regarding necessity to have open and free competition to satisfy contractual requirements. Recipients may make the final determination that competition is not feasible if one of the following circumstances exists:
 - a. The item of service is available only from a single source.
 - b. The public exigency or emergency of the requirement will not permit a delay resulting from a competitive solicitation.
 - c. After solicitation of a number of sources, competition is considered inadequate.

In any event, documentation reflecting actions taken and the position of the Grantee is extremely important in order to establish an audit trail. A justification of non-competitive (sole-source) procurement must include the following:

- a. A brief description of the program and the services being contracted.
- b. Explanation of why it is necessary to contract noncompetitively, to include the following: (a) expertise of the contractor, (b) management, (c) responsiveness, (d) knowledge of the program, (e) experience of contractor personnel, (f) results of a

- market survey to determine competition availability or, if one was not conducted, explain why.
- c. Time constraints: (a) when contractual coverage is required and why, affect the program if dates are not met, (c) length of time would it take another contractor to reach the same level of competence. (Equate to dollars, if desired).
 - d. Uniqueness.
 - e. Other points that should be covered to “sell the case.”
 - f. A declaration that this action is in the “best interest” of the agency.

CONTRACT PROVISIONS

Grantees must maintain copies of written contracts on file for all cooperative, working agreements, and professional services for three years after the close of the project. All contracts for evaluation services and all other contracts more than \$100,000 must be reviewed and approved by the SHPO before being signed. This policy may be adjusted in individual cases through the grant funding agreement.

Contracts shall contain the clauses as enumerated below. Grantees may develop language suited to accommodate a specific contractual situation, providing such clauses meet the intent of these clauses.

1. **Disputes** – this clause should provide a contractor recourse procedure in the event there is a contractual dispute. The dispute submitted by the contractor shall be in writing to the contracting officer (person signing the contract for the Grantee). Procedures will provide at least one additional upper management level for review. The reply from the recipient will be in writing and include general counsel concurrence (optional).
2. **Reporting** – any applicable reporting requirements affecting contractual activity to comply with a requirement of the award should be included as a special contract clause developed by the recipient. Of particular importance are progress/status/performance reports (usually on a regular basis) required for contracts for research and development, studies, surveys, analyses, etc. Progress reports also play an important role in equating progress to payments or cost reimbursement.
3. **Patents** – any discovery or invention that arises during the contract will be reported to the awarding agency. This clause should require the contractor to disclose inventions to the contracting officer within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The clause should also contain and identify provisions identifying the Grantee against liability, including costs for infringement of any United States patent.
4. **Rights in Data and Copyrights** – as a rule, contracts that require data to be produced, furnished, acquired or specifically used in meeting contract requirements, must contain terms that delineate respective rights of the awarding agency and the contractor regarding use, duplication, and disclosure of such data.
5. **Examination of Records** – this clause shall state the CCCHP and the grant recipient, or any of their representatives will have access to any books, documents, papers, and records of the contractor that are directly pertinent to the contract for making audit, examination, excerpts, and transcriptions. The clause will further state that the contractor shall retain all required

records for three years after the recipient or sub recipients make final payments and all other pending matters are closed.

6. **Termination** – only the awarding agency has the right to terminate the contract. There are two types of termination:
 - a. End for convenience – contract is terminated due to reasons known to the Grantee, i.e., program changes, insufficient funding, etc. This type of termination is used when the contractor is not in violation of the contract.
 - b. Termination for cause – a contract is terminated due to actions by the contractor, i.e., failure to perform, slipped schedules, etc.

The awarding agency has the option of tailoring the termination to fit the type of contract. The awarding agency, by written notice, may terminate the contract, in whole or in part, when it is in the awarding agency interest. Termination settlements will be accommodated by negotiations carefully planned to achieve an equitable resolution.

Contracting with Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms – recipients and sub recipients will take all necessary affirmative steps to assure that the following firms are used, when possible:

- a. Small Business Firms – designated by the Small Business Administration.
- b. Minority Business Firms – 51% minority-owned/operated.
- c. Women’s Business Enterprises – small business that is at least 51% owned by a woman or women.
- d. Labor Surplus Area Firms – firms geographically located in distressed labor surplus areas designated by the Secretary of Labor.

Protests – in accordance with sound administrative practice and sound business judgment, recipients alone will be responsible for settlement of all contractual and administrative issues arising out of procurement.

PROJECT CHANGE REQUESTS

The Grantee must secure prior written approval from the SHPO for any revision to their funding agreement. Project Change Requests must be submitted with an original signature. Emailed or faxed copies will not be accepted. A “Project Change Request” form, as well as a written justification for the change must be submitted to the SHPO. (Please use Project Change form included in Appendix II). The Grantee must receive a signed, approved copy of the “Project Change Request” from the SHPO before implementing a requested change.

A Project Change Request shall be submitted under the following circumstances:

- a. Change in scope of work.
- b. Changing the amount of an approved category. Funds may be moved from one approved category to another with proper justification
- c. Requests for moving funds into a previously non-approved category. Funds may be moved into a previously non-approved category if it is essential for the success of the project. Please note, funds may not be increased; they must be taken from approved categories.
- d. When a project director is changed. Please submit vitae for new project director along with Project Change Request.
- e. When requesting a project period extension.

Changes within the same category do not require submission of the Project Change Request form. However, a justification explaining any significant changes from the approved budget should be submitted to the SHPO for prior approval.

If the project cannot be completed within the period specified in the funding agreement, the Grantee must submit to the SHPO a written request (with a Project Change Request form) explaining the programmatic reason for extension of the grant period. **This should be submitted at least 60 days prior to the expiration date of the project.** The request should state the reason for the excess time and the effect denial of the request would have on the project.

If a grant extension is allowed, monthly progress reports shall be submitted on progress report forms no later than ten calendar days from the preceding month.

If an extension request is not submitted prior to the project’s expiration date, the original project expiration date stands. **Any remaining grant funds will be forfeit.**

PROGRESS REPORT REQUIREMENTS

All grants require submission of “Progress Reports” on each individual project. This is the responsibility of the project director. The purpose of the report is to evaluate the progress of planned activity. Failure to meet this requirement will result in suspension of payment on submitted monthly financial reports. After notification, if further noncompliance persists, it will be cause to terminate funding of the project. The following should be observed in preparation and submission of progress reports:

1. **Due Date** – reports are due 15 days after the close of each calendar quarter, or deadline as agreed upon with the SHPO. The final report is due 30 days following the close of the grant period or any extension thereof.
2. **Submission** – Grantees shall submit progress reports and a cumulative final report, including an inventory list, if applicable. (Please use Progress Report form included in Appendix II).
3. **Reporting Requirements** – reporting requirements noted in this section are designed to provide sufficient information to monitor grant implementation and goal achievement. To support effective monitoring, progress reports must be keyed to the grant implementation plan provided in the grant application. Specifically, the report must include the following:
 - a. Indicate the overall status of the project. Have the goals and/or objectives been achieved during the report period? Be specific and detailed.
 - b. Indicate in quantitative terms the results achieved, both during the reporting period and cumulative-to-date. Explanatory and descriptive statements of activities will be helpful, especially if project objectives’ change.
 - c. State the status of goals and/or objectives that were due for completion during a previous report, but carried over due to late implementation or other problems.
 - d. If the project is not meeting its goals and objectives, state the corrective action planned to resolve the problems. State the effect of these problems on the remaining schedule for achieving the project’s remaining goals and/or objectives.
 - e. If appropriate, identify changes needed in accomplishing the project. Changes that alter plans and/or goals of the original application require prior approval and issuance of appropriate amendments.
 - f. State if technical or other assistance is needed during the coming quarter to help resolve implementation problems. If technical assistance has been provided to resolve implementation problems, state the problems addressed and results of the assistance provided.
 - g. Provide photographs depicting project number and showing completed work to date. Each photograph must represent work completed for the reporting period. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. Photographs can be

- submitted via flash drive, CD/DVD, or sent via e-mail as long as they have the required identifying information. Otherwise, send in hard copies.
- h. The Grantee and/or contractor must notify the SHPO immediately by telephone and/or letter of any project progression problems or changes to the approved scope of work. Telephone calls may be accepted if confirmations are made in writing.
4. **Monthly Reports** - If a project period extension was granted, monthly reports are required for the duration of the extension. The monthly reports should have the same format and content as the progress reports.

GRANT CLOSEOUT PROCEDURES

Final Report – is due no later than 30 days after the close of the original or extended grant period. Information to be provided after each grant cycle is as follows:

1. The final report must reflect compliance with the [Secretary of Interior's Standards for the Treatment of Historic Properties](#) and any special conditions agreed to by the Grantee and the Commission at the time of the grant award.
2. Final Report (See Appendix II) for the project to be considered complete and to receive final payment. The Report includes:
 - a. Part I: Property and Ownership Identification
 - b. Part II: Fiscal Report
 - c. Part III: Certification of Public Benefit
 - d. Part IV: Case Study Narrative with Illustrations
 - e. Part V: Photographic Index
 1. Photographs with project number showing completed work. Each photograph must be tied to the project and the line items funded in Attachment A-1 and A-2 of the funding agreement. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. Photographs can be submitted via CD or disk or sent via e-mail as long as they have the required identifying information. Otherwise, send in hard copies.

If the CCCHP grant funded building is open to the public, the final report must include an approximate number of individuals visiting the facility during the grant period.

Other products as negotiated with the SHPO that may include inventory reports and site/building forms, data entry, and photographs, videos or CDs, brochures, maps, etc.

All CCCHP grant funded projects will be requested to provide annual estimates of the numbers of visitors for the life of the covenants.

The SHPO may retain ten (10) percent of the total grant award until it receives and approves the final project product.

At the expiration date of the funding agreement, all remaining costs incurred up to the last day of the grant period must be accumulated and submitted for reimbursement on a final "CCCHP Reimbursement Request 2019" form. The final financial claim should be submitted no later than 30 days after the grant period's expiration date.

This claim, along with the final report, and a possible inspection by the SHPO, or other state representatives, to ensure work has been completed satisfactorily in accordance with the terms of the funding agreement, will serve to close out the grant.

PUBLIC ACKNOWLEDGMENT

Appropriate credit must be given to the Commission in all news releases, publicity, or printed material describing or promoting the grant. The final product (report, brochure, publication, or any other funded item) must clearly state that it was “funded with assistance of the Commission for Cultural Centers and Historic Preservation.”

An acknowledgement of Commission support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of the grant award.

Please contact SHPO staff for appropriate guidance with reference to signage at the site and/or acknowledgment plaques.

SUSPENSION OF FUNDING

The Commission may terminate CCCHP grant funding of a project for the following reasons:

1. Default by the Grantee.
2. Failure by the Grantee and/or contractor to observe the covenants, conditions, and warranties of the grant funding agreement and its incorporated provisions.
3. Failure by the Grantee and/or contractor to demonstrate progress on the grant.
4. Unsatisfactory financial conditions by the Grantee and/or contractor, which endangers the grant's performance.
5. Delinquency by the Grantee and/or contractor in payment of taxes or the costs of performance of the grant in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidation for all or a substantial part of the Grantee's and/or contractor's property, or institution of bankruptcy, reorganizations arrangements, or liquidation proceedings by or against the Grantee and/or contractor.
7. Commission of an act of bankruptcy.

CONFLICT OF INTEREST

The Grantee will establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give appearance of being, motivated by the desire for private gain for themselves or others with whom they have ties, such as, family or business, etc.

Appendix 1

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

2 **FUNDING AGREEMENT (Agreement)**

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

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

8 ATTACHMENT A - Scope of Work/Budget

9 ATTACHMENT B - Covenants

10 ATTACHMENT C – Assurances

11 WHEREAS, the STATE will administer a State Bond Grant-in-Aid “Grant” in an amount
12 of **AWARD \$** to assist in the **PROJECT NAME**. NOW, THEREFORE, the GRANTEE in
13 undertaking this project agrees to:

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

- 1 subject to NRS Chapter 41.
- 2 4. Consult with STATE if buried or previously unidentified cultural resources are located
- 3 during these project activities. If this occurs, the GRANTEE will immediately cease
- 4 all ground-disturbing work in the vicinity, protect the discovery, and contact the
- 5 STATE within 24 hours of the discovery.
- 6 5. Ensure that a project sign is displayed in a prominent location at each project site while
- 7 project work is in progress. The project sign will be provided by the STATE for the
- 8 duration of the project and will be returned to the STATE upon project completion. If
- 9 any damage occurs to the project sign during the project, the GRANTEE will be
- 10 responsible for replacement of the project sign.
- 11 6. Provide the STATE with progress and financial reports in a format prescribed by the
- 12 STATE during the term of the Grant. Due dates for progress reports are **PUT DATES**
- 13 **HERE**. The first progress report is due **DATE HERE**. Required progress are to be
- 14 submitted on or before the due dates above. If the GRANTEE fails to provide the
- 15 required progress reports during the *first 180 days* (one hundred and eighty) from
- 16 execution of this Agreement, the STATE reserves the right to revert the *entire* Grant
- 17 amount from the GRANTEE. If the GRANTEE allows *two quarters* to pass without
- 18 contacting the STATE to submit a reimbursement request and/or required progress
- 19 reports, the STATE reserves the right to revert any *remaining* grant funds from the
- 20 GRANTEE.
- 21 7. Submit a final report in a format prescribed by the STATE within **sixty (60)** days of the
- 22 completion of the project named herein or by **DATE HERE**, whichever comes first.
- 23 8. Maintain:

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a) An accurate record of all expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor. The STATE may require audits of all project-related records. Such audits shall be at the expense of the GRANTEE.

b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

c) A comparison of actual expenditures with budgeted amounts for the Agreement.

9. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

10. Following the notification of the Grant award and before work begins, the GRANTEE will attend a project meeting with the STATE grants manager.

11. Adhere to all of the policies and procedures described in the *Grants Manual Project General Administrative Guidelines* (2019-2020) provided by the STATE to the GRANTEE upon execution of this Agreement.

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

3 1. Payment of the Grant shall be made upon compliance with the terms of this Agreement,
4 including but not limited to:

5 a. An inspection by the STATE to ensure that the GRANTEE has completed all
6 project work satisfactorily in accordance with the terms of this Agreement.

7 b. The submission of satisfactory progress reports as referred to above.
8 Reimbursement requests shall not be processed until such reports are received.

9 c. The submission of a Financial Report that must be executed by the person in charge
10 of the project. The request shall be accompanied by copies of all original bills from
11 contractors, suppliers, and vendors, and proof of payment of those bills to assure
12 evidence of compliance prior to reimbursement.

13 d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S
14 contribution to the project. When the STATE has received and approved the final
15 report and proof of payment of all bills and canceled checks, the STATE shall pay
16 the funds retained to the GRANTEE and issue an official letter to the GRANTEE
17 to close out the Grant.

18 e. Progress payments may be made at the discretion of the STATE upon the
19 completion of distinct phases of work provided that the above-mentioned
20 conditions have been met for each phase of work.

21 f. Any progress payment made by the STATE shall not constitute nor be construed
22 as a waiver by the STATE of any breach of covenants or any default which may
23 exist on the part of the GRANTEE, nor shall any such breach or default impair or

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prejudice any right or remedy available to the STATE.

2. In any news release or printed material describing or promoting the project or any material produced as a result of the Grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the Commission for Cultural Centers and Historic Preservation".
3. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this Grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The STATE may reduce or terminate this Grant, and GRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the STATE'S funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
4. The STATE or the GRANTEE may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The STATE and the GRANTEE must both agree in writing upon the termination condition, including the effective date, and in the case of partial termination, the portion to be terminated.
5. If the GRANTEE fails to comply with any of the terms of this Agreement, the STATE shall have the right to cancel this Agreement without the consent of the GRANTEE and to file suit, in law or equity. The purpose of the suit shall be to cause the GRANTEE to cure said violations or to obtain the return of funds granted to the GRANTEE by the STATE. The STATE shall bring such suit in the District Court of the county in which the property is located.

- 1 6. The commencement date for all work to be performed under this Agreement is **DATE**
2 **HERE**. The termination or end date is **DATE HERE**. The STATE shall not consider
3 any work performed at any time other than described in this paragraph as an eligible
4 activity for reimbursement purposes. All requests for reimbursement must be
5 submitted to the STATE no later than **DATE HERE**. The STATE shall not pay any
6 requests received at the office of the STATE after this date pursuant to this Agreement.
7 Upon receiving reimbursement requests, the STATE will review the request for
8 completeness and accuracy. If complete and accurate, the reimbursement request will
9 be processed within fifteen (15) business days of receipt.
- 10 7. The GRANTEE shall submit a Financial Report reimbursement request totaling at least
11 **INSERT MINIMUM AMOUNT HERE** by no later than **DATE HERE**. This
12 Financial Report must be executed by the person in charge of the project. The request
13 shall be accompanied by copies of all original bills from contractors, suppliers, and
14 vendors, and proof of payment of those bills to assure evidence of compliance prior to
15 reimbursement.
- 16 8. This Agreement shall be construed and interpreted according to the laws of the State
17 of Nevada.
- 18 9. All work conducted by the GRANTEE shall be assessed by the STATE for adequacy
19 of performance and conformance with *The Secretary of the Interior's Standards for the*
20 *Treatment of Historic Properties*. If work does not meet the terms of this Agreement,
21 the GRANTEE shall remedy the work even if that requires the expenditure of funds
22 other than those contributed to the project by the Commission for Cultural Centers and
23 Historic Preservation.
- 24 10. The GRANTEE agrees to revert to the STATE all funds contributed to the project by

1 the Commission for Cultural Centers and Historic Preservation if the GRANTEE does
2 not meet the terms of this Agreement or if the GRANTEE violates any section of NRS.

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

8
9 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed
10 and intend to be legally bound thereby entered into this _____ day of _____, 2020.

11
12 **GRANTEE**

13 By: _____
14 Name (*print*): _____
15 Title (*print*): _____
16 Date (*print*): _____

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18 **STATE-DEPARTMENT OF CONSERVATION & NATURAL RESOURCES,**
19 **HISTORIC PRESERVATION OFFICE**

20 By: _____
21 Rebecca L Palmer, State Historic Preservation Officer Date: _____

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3 **REVIEWED AS TO FORM ONLY:**

4 Aaron Ford, Attorney General

5 By: _____, Date: _____,

6 Senior Deputy Attorney General

1 **ATTACHMENT A-1**

2 **SCOPE OF WORK**

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5 Project Scope:

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7 This project shall support the completion of the following:

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9 Stipulations:

- 10 1. All work shall conform to the *U.S. Secretary of the Interior's Standards for*
11 *Rehabilitation* unless otherwise approved by the STATE.
- 12 2. The GRANTEE is required to submit drawings and specifications (or the equivalent)
13 for STATE review prior to the start of construction. All work shall conform to visual
14 and/or written specifications submitted to and approved by the STATE before work
15 begins.
- 16 3. The GRANTEE is required to submit the contractor's itemized budget including a
17 break-down for materials and labor with the finalized drawings and specifications
18 described in Item #2 for STATE review before work begins.
- 19 4. If any changes are made to the project, the GRANTEE must submit updated visual
20 and/or written specifications for the proposed work before any work commences and
21 wait for written approval from the STATE before work commences/resumes. All
22 completed work shall conform to visual and/or written specifications submitted to and
23 approved by the STATE before work begins.
- 24 5. The GRANTEE shall provide the STATE with updates on project progress.
- 25 6. The GRANTEE shall provide the STATE with full access to all documents necessary
26 for a comprehensive audit. Should the STATE find costs that are not allowed by State
27 accounting practices or that are outside the terms of this agreement; the GRANTEE
28 shall refund the amount to the STATE.
- 29 7. The GRANTEE agrees to notify the Commission for Cultural Centers and Historic
30 Preservation (Commission) when there are fundamental changes to its programming,
31 to its structure as an organization, or to its leadership, and the Commission may
32 consider these changes in future funding decisions.

**ATTACHMENT A-2
BUDGET**

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

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ATTACHMENT B
COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION
(CCCHP-PROJECT NUMBER) COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (STATE), hereinafter referred to as “STATE” and **NAME OF PROPERTY OWNER** hereinafter referred to as “PROPERTY OWNER”, for the purpose of the Property known as the **PROPERTY NAME**, which is owned in fee simple by the PROPERTY OWNER.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows:

COUNTY ASSESSOR'S PARCEL NUMBER AND LEGAL DESCRIPTION

In consideration of the sum of **\$GRANT AWARD** received in grant-in-aid assistance from the STATE, the PROPERTY OWNER hereby agrees to the following for a period of time ending on **TERMINATION DATE OF COVENANTS**.

1. The PROPERTY OWNER agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the STATE.
2. The PROPERTY OWNER agrees that no visual or structural alterations to either the interior or exterior of the property will be made without prior written permission of the STATE.
3. The PROPERTY OWNER agrees that the STATE, its agents and designees, shall have the right to inspect the Property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.

- 1 4. The PROPERTY OWNER agrees that when the Property is not clearly visible
2 from a public right of-way or includes interior work assisted with State of Nevada,
3 Commission for Cultural Centers and Historic Preservation grant funds, the Property
4 will be open to the public not less than twelve (12) days a year on an equitable spaced
5 basis and at other times by appointment. Nothing in these Covenants will prohibit
6 the PROPERTY OWNER from charging a reasonable, non-discriminatory
7 admission fee, comparable to fees charged at similar facilities in the area.
- 8 5. The PROPERTY OWNER further agrees that when the Property is not open to the
9 public on a continuing basis, and when the improvements assisted with State of
10 Nevada Commission for Cultural Centers and Historic Preservation grant funds are
11 not visible from the public right-of-way, notification will be published for three
12 consecutive working days, no less than one week prior to the opening date in one
13 newspaper of general circulation in the community area in which the Property is
14 located. The advertisement shall give the dates and times when the Property will be
15 open. Documentation of such notice will be furnished annually to the STATE during
16 the term of these Covenants.
- 17 6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights Act
18 of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204),
19 and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws
20 prohibit discrimination on the basis of race, religion, national origin, or disability. In
21 implementing public access, reasonable accommodation to qualified disabled
22 persons shall be made in consultation with the STATE.
- 23 7. The agreement shall be enforceable in specific performance by a court of competent
24 jurisdiction.

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- 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- 9. These restraints shall run with the Property and are binding upon the PROPERTY OWNER and any and all successors, heirs, assignees, or lessees.
- 10. The STATE shall have the right to file suit in law or equity, if the PROPERTY OWNER violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the PROPERTY OWNER to cure said violations or to obtain the return of funds granted to the PROPERTY OWNER by the STATE.
- 11. The PROPERTY OWNER shall record these Covenants in the Recorder's Office of the County in which the subject Property is located. The STATE'S obligations with regard to the subject Property shall not become effective until the PROPERTY OWNER has furnished the STATE satisfactory proof of the aforementioned recordation.

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These CCCHP Covenants are entered into this _____ day of _____, 2020.

PROPERTY OWNER -

Signature

Name and Title (print)

Witnessed by Notary Public

State _____

County of _____

On _____

_____, personally appeared before me, _____

a Notary Public in and for said County and State. They are known to me to be the person described

in and who executed the foregoing instrument, who acknowledged to me that

_____ executed the same freely and voluntarily and for the uses and purposes

therein mentioned.

Notary Public

1 **STATE-DEPARTMENT OF CONSERVATION, HISTORIC PRESERVATION OFFICE**

2

3

4 Rebecca L. Palmer, State Historic Preservation Officer

5

6 **ACKNOWLEDGEMENT**

7 State of Nevada

8 County of Carson

9 On _____

10 **REBECCA L. PALMER** personally appeared before me, _____ a

11 Notary Public in and for Carson City Nevada. **REBECCA L. PALMER**, known to me to be the

12 person described in and who executed the foregoing instrument, who acknowledged to me that

13 she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

14

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16

Notary Public

17

18 **REVIEWED AS TO FORM ONLY:**

19 Aaron Ford, Attorney General

20 By: _____

Date: _____

21 Senior Deputy Attorney General

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ATTACHMENT C
CIVIL RIGHTS ASSURANCE

As the authorized representative of the GRANTEE, I certify that the GRANTEE agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal and State laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the GRANTEE. The GRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

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

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the GRANTEE by the Commission for Cultural Centers and Historic Preservation, this assurance shall obligate the GRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the public financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the GRANTEE for the period during which it retains ownership or possession of the

1 property. In all other cases, this assurance shall obligate the GRANTEE for the period during
2 which the public financial assistance is extended to it by the State of Nevada.

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

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

13

14

15

Signature of Authorized Certifying Official

Title

16

17

18

Authorized Certifying Official (*print name*)

Date Submitted

19

20

GRANTEE/Organization

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GRANTEE /Organization Mailing Address

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

2 **FUNDING AGREEMENT AMENDMENT # 1**

3 Project:

4 Date:

5 Grant Number:

6 GRANTEE:

7 On approval by the parties, this amendment shall become a part of the original agreement, and shall
8 incorporate the proposed revision below:

9
10
11 GRANTEE:

12 Signature: _____

13 Name (print): _____

14 Title (print): _____

15 Date (print): _____

16
17 APPROVED BY STATE:

18 State Historic Preservation Office

19 _____
20 Rebecca Lynn Palmer

21 State Historic Preservation Officer

22 Date: _____

APPENDIX II:

FORMS AND INFORMATION

CCCHP FY2019-2020 Important Dates

Project Commencement Date*	TBD
Progress Report #1 Due	TBD
Progress Report #2 Due	TBD
Progress Report #3 Due	TBD
Project Termination Date**	TBD
Final Product Due	TBD
Final Reimbursement Due	TBD
Reimbursement Processing timeline***	15 business days upon receipt

*Reimbursement for any Grant or non-Grant share must occur on or after this date. Reimbursements will not be granted for work completed before this date.

**Reimbursement for any Grant or non-Grant share in relation to this grant must occur on or before this date. Reimbursement requests will not be honored for work completed after this date.

***All reimbursement requests are reviewed for completeness upon receipt. If everything is in order, reimbursement requests will be processed within 15 business days.

CCCHP Reimbursement Request Checklist

Have you submitted the required documents? Here is a list:

Backup Documentation

- Have you included documentation that shows payment was made for each of the above categories?
For the Grant and match shares, the following documentation is considered necessary backup:

Personnel (Timesheets)

- Have you or other staff working on the project and the appropriate supervisor signed and dated the timesheets?
- Do they clearly identify the day, month and hours spent on the grant project?
- Have you identified the hourly rate (including benefits) at which the work is being charged?
- Have you submitted documentation to justify the hourly rate? Is the hourly rate at or below the rate of \$82.49?
- Was the work completed during the contract period?

Consultant Services

- Have you enclosed the invoice from the consultant? A copy or original is fine.
- Does the invoice clearly indicate the time period in which the work was performed?
- Has the invoice been signed and dated by the consultant?
- Was the work performed during the contract period?
- Did you include all necessary copies of cancelled checks, bank statements, receipts, etc. to prove payment?

Travel Claims

- Has each individual completed the travel form if necessary?
- Are the original signatures on the travel form for both the individual and the project director?
- Was the travel completed during the contract period?
- Is the requested travel reimbursement at or below the allowable federally approved rate?
- Tips or gratuities are not reimbursable. Have you adjusted your travel claim(s) accordingly?

Supplies/Operating

- Were these expenditures identified in your original project budget?
- Were these expenditures within the contract period?
- Have you included copies of all receipts/invoices? Are they clearly identified?
- If a receipt includes items not reimbursable with grant funds, are the items being claimed highlighted?
- Were the supplies purchased during the contract period?
- Were the operating expenses performed during the contract period?

CCCHP Reimbursement Request Checklist

Donated Equipment/Material Forms

- If necessary, have you completed the "**Value of Donated Equipment**" form?
 - Is the supervisor's original signature on the "Value of Donated Equipment" form?
 - Is the hourly rate identified? Is the hourly rate at or below the rate of \$82.49?
 - Are the equipment operator's original signature(s) and the volunteer's supervisor's original signature on the form?
 - Was the use of the donated equipment done during the contract period?
- If necessary, have you completed the "**Value of Donated Material**" form?
 - Is the supervisor's original signature on the "Value of Donated Material" form?
 - Is the current fair market value identified and justified?
 - Is the date of the donation identified on the form?
 - Was the donation made during the contract period?

Donated Labor Forms

- Has each volunteer completed a "Value of Donated Labor" form if necessary?
- Are the original signatures on the "Value of Donated Labor" form from both the volunteer and the volunteer's supervisor?
- Is the wage rate identified and justified? Is the hourly rate at or below the rate of \$82.49?
- Are the month, day and hours worked identified on the form?
- Was the work performed during the contract period?

Other Expenditures

- Were these expenditures identified in your original project budget?
- Were these expenditures within the contract period?
- Have you included copies of all receipts/invoices? Are they clearly identified?
- If a receipt includes items not reimbursable with grant funds, are the items being claimed highlighted?

CERTIFICATION LETTER

(The following may also be printed on grantee letterhead and must be returned to the SHPO)

Grant #: _____

Organization Name: _____

Mailing Address: _____

Phone Number: _____

Authorized Signatures:

Signature of Authorized Official #1

Signature of Authorized Official #2

Signature of Authorized Official #3

This is to certify that the above is the signature of:

Authorized Official #1 Name (please print)

Title (please print)

and

Authorized Official #2 Name (please print)

Title (please print)

and

Authorized Official #3 Name (please print)

Title (please print)

are authorized to sign the Monthly Financial Report and Quarterly Progress Report forms.

Signature of Authorizing Official

Title (please print)

Date



CCCHP GRANT PROGRAM
VALUE OF DONATED MATERIAL

Grantee: _____ Address: _____ Project Title: _____	Grant No. _____ Report Period From: _____ To: _____
---	---

DESCRIPTION OF MATERIAL DONATED	DATE OF DONATION	CURRENT FAIR MARKET VALUE	BASIS OF VALUE
		-	

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.		
Signature of Authorizing Grantee Official _____	Date _____	Title _____



CCCHP GRANT PROGRAM VALUE OF DONATED EQUIPMENT

Grantee: _____ Address: _____ Project Title: _____	Grant No. _____ <p style="text-align: center;">Report Period</p> From: _____ To: _____
---	---

DATE	TYPE AND SIZE OF EQUIPMENT	TOTAL HOURS OF USE	HOURLY RATE	VALUE OF DONATION (HOURS OF USE X HOURLY RATE)	EQUIPMENT OPERATOR'S SIGNATURE
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	

TOTAL VALUE OF DONATION _____ -

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.		
_____ Signature of Authorizing Grantee Official	_____ Date	_____ Title



CCCHP GRANT PROGRAM
VALUE OF DONATED LABOR

Grantee: _____ Address: _____ Project Title: _____	Grant No. _____
	Report Period
	From: _____ To: _____

NAME OF PERSON CONTRIBUTING DONATED TIME

TYPE OF WORK PERFORMED
(LABORER, PLUMBER, MASON, ETC.)

HOURLY RATE

BASED ON

A person donating time to a project will be paid at the federal minimum wage unless he/she is professionally skilled in the work they are performing on the project (i.e., plumber doing work on pipes, mason doing work on a brick building). When this is the case, the wage rate this individual is normally paid for performing this service may be charged to the project.

DATE	TIME OF WORK				TOTAL WORK HOURS	HOURLY RATE	VALUE (DONATED HOURS X RATE)
	START	END	START	END			
					-	-	-
					-	-	-
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TOTAL VALUE OF DONATION

-

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.

Signature of Person Donating Time _____ Date _____

Signature of Supervisor _____ Date _____



CCCHP REIMBURSEMENT REQUEST

Report Period (mm/dd/yy)	
From: _____	To: _____

Grantee: _____	Grant No. _____
Project Title: _____	Request No. _____
State Vendor Number: _____	

BUDGET SUMMARY--GRANT SHARE (Please include backup documentation)

Category	Budgeted Amounts	Previously Reimbursed (Cumulative)	Funds to be Reimbursed This Period	Balance Remaining
Please edit these				-
to match your budgeted				-
items				-
				-
				-
				-
Total	-	-	-	-
Total Funds Requested for Reimbursement on this Claim				-

BUDGET SUMMARY--MATCH SHARE (Please include backup documentation)

Category	Budgeted Amounts	Previously Claimed (Cumulative)	Funds Spent This Period	Balance Remaining
Please edit these				-
to match your budgeted				-
items				-
				-
				-
				-
Total	-	-	-	-
Total Match Reported in this Claim				-

Fill out both budget summaries to autopopulate this section.	TOTAL
1. Total project funds	-
2. Total project funds spent this period (Grant & Match)	-
3. Revenues earned in this report period	-
4. Total project funds previously spent. (Grant and Match)	-
5. Total Grant funds spent to date	-
6. Total match claimed to date (Cash and in-kind)	-
7. Remaining balance of match	-
8. Remaining balance of Grant funds	-

I certify that to the best of my knowledge and belief, this report is correct and complete and that all expenditures and unpaid obligations are for the purposes set forth under the terms of the approved project.

Signature of Authorized Official _____

Date _____

Title _____



NEVADA
STATE HISTORIC
PRESERVATION OFFICE

PROPERTY RECORD

Grantee: _____

Grant No.: _____

Project Title: _____

Property listed herein has been assigned to the Grantee for use as set forth in above project number.

REMINDER: SHPO MUST BE NOTIFIED PRIOR TO ACTION WHICH WOULD RESULT IN PROPERTY DISPOSITION

DATE RECEIVED	PROPERTY DESCRIPTION	SERIAL NO. OR OTHER I.D.#	SOURCE OF PROP. (VENDOR)	TITLE HOLDER	COST	% OF GRANT	LOCATION OF PROPERTY	USEFUL LIFE

I certify that to the best of my knowledge and belief, the information contained herein is true and correct.

Signature of Project Director

Date

Name (Please Print)



CCCHP GRANT PROGRAM COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

Subgrantee: _____ Address: _____ Project Title: _____	Subgrant No. _____
--	---------------------------

Purpose of Contract: _____

Type of Contract:

Professional Services	_____
Printing	_____
Equipment/Supplies	_____
Other	_____

Contact Information:

- 1 Name of Person or Company: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone/Fax Number: _____
 Date Contacted: _____
 Bid: _____
- 2 Name of Person or Company: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone/Fax Number: _____
 Date Contacted: _____
 Bid: _____
- 3 Name of Person or Company: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone/Fax Number: _____
 Date Contacted: _____
 Bid: _____

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.	
_____ Signature of Certifying Officer for Grantee	_____ Date



TRAVEL EXPENSE REIMBURSEMENT CLAIM

(SEE STATE ADMINISTRATIVE MANUAL 0200 FOR TRAVEL REGULATIONS)

Name _____
 Vendor Number _____
 Department & Division _____
 Official Station _____

I declare under penalties of perjury that to the best of my knowledge this is a true and correct claim in conformance with the governing statutes and the State Administrative Manual and its updates.

_____ I do **not** have a travel advance
 _____ I **do** have a travel advance from my agency or State Treasurer

 Signature of Traveler

 Agency Approval

Transportation Codes:
 P - Plane X - Passenger in Car
 PP - Private Plane PT - Public Trans: Subway, City Bus
 PC - Private Car SC - State Car: Motor Pool or Agency Car
 OT - Other*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad
Miscellaneous Codes:
 A - ATM Fees* I - Incidental Expense

Traveler is:
 _____ State Officer or Employee
 _____ Board or Commission Member
 _____ Independent Contractor Whose Contract Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Transportation			Miscellaneous Expenses		Daily Expenses			Total For Day		
		Started	Ended	Code	PC/PP Mileage	Cost	Code	Cost	Meals				Lodging	
									B	L	D			

Less Travel Advance Received from the Traveler's Agency or State Treasurer: _____

Balance Due to Traveler: _____

***Receipts are required for:**
 "Other" transportation expenses
 ATM and bank transactions
 Out-of-state hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

This form is used for the State to reimburse the traveler and must be submitted within one month of completion of travel unless prohibited by exceptional circumstances (SAM 0220.0).



PROJECT CHANGE REQUEST

Grantee: _____ Project Title: _____ State Vendor Number: _____	Grant No. _____ Report No. _____
---	---

BUDGET REVISION SUMMARY

Category	Current Budget	Request Budget	Net Change
Personnel			
Consultant			
Travel			
Supplies/Operating			
Equipment			
Training			
Other			
TOTAL			

OTHER CHANGES:

See Continuation Sheet

Change Project Director: From: _____ To: _____

Change Grant Period: From: _____ To: _____

Revise Scope of Work: See Continuation Sheet

The Grantee must provide a written explanation of what the requested changes are and why money needs to be shifted (increased/decreased) among other budget categories. Ordinarily, shifting of funds should not change the scope of the project. The Grantee will receive a copy of the request and cannot act upon the request until it has been approved in writing.

_____ Signature of Project Director Date	_____ Signature of SHPO Date
--	--



**CCCHP GRANT PROGRAM
PROJECT CHANGE REQUEST**

(Continuation Sheet)

Grantee: _____	Grant No. _____
Project Title: _____	Request No. _____
State Vendor Number: _____	

REVISION SUMMARY

(Describe proposed changes)



CCCHP GRANT PROGRAM

PROGRESS REPORT

Grantee: _____	Grant No. _____
Address: _____	Report No. _____
Project Title: _____	Report Period
	From: <input type="text"/> To: <input type="text"/>

Column A: List **all** project products/deliverables. (Refer to Attachment A of your Funding Agreement.)
 Column B: Indicate the anticipated completion date for that particular product per the funding agreement.
 Column C: Indicate yes/no whether or not a particular product is being submitted this quarter.
 Column D: Indicate the percentage (%) of phase/project/product complete at the time of this report.

A. Products/Deliverables	B. Anticipated Completion Date	C. Product submitted this period? Yes or No	D. Percentage (%) of grant-funded project completed at this time.
EX: Recon. Survey of Xanadu Neighborhood	6/30/2263	Yes	75% 1st Draft
1.			
2.			
3.			

Project Activity

Commence Narrative Report of Project Here (NOTE: Report should include project activity both in qualitative and quantitative terms.) Please attach photographs showing work completed to date, if applicable.

Signature of Project Director

Date

FINAL PROJECT REPORT 2019-2020

The following material will form the basis for the final project report for each CCCHP rehabilitation project. Please make sure to label and include the following sections:

PART I: PROPERTY & OWNERSHIP IDENTIFICATION

1. Grant project number
2. Property name & address
3. Name & address of the property owner
4. Name & address of architectural/engineering firm
5. Dates of project work (including development of plans & specifications)

PART II: FISCAL REPORT

1. Total project cost, including CCCHP share
2. Final work cost breakdown (see example below)

A. Final work-cost breakdown example:

Architectural Fees	\$3,125.00
Scaffolding	5,000.00
Demolition	4,000.00
Replace steel lintels	3,902.00
Glass and glazing	2,500.00
Carpentry	0.00
Window repair	10,263.00
Door repair	1,000.00
Painting	3,700.00
TOTAL	\$33,490.00
CCCHP Grant monies expended:	\$11,000.00
Grant Match expended:	\$22,490.00

B. List by donor, source, kind, and amount for each of the other funding sources:

Donor: Local Non-Profit
Source: Revenue
Kind: Cash
Amount: \$22,490.00

3. Brief narrative explaining any differences between original work cost estimates and final costs

PART III: CASE STUDY NARRATIVE

1. Brief (one to two pages) narrative of preservation or restoration needs prior to grant award
2. Brief (one to two pages) narrative of completed project work, including reference to consultants' reports, test results, products and materials used to accomplish the preservation or restoration objective(s)
3. A proposed maintenance schedule based upon the particular problems encountered and addressed
4. Brief (one to two pages) narrative of preservation problems that still need to be addressed

PART IV: PHOTOGRAPHIC INDEX (see example below)

Please use the example format below and be sure to include:

1. At least two photographs of the condition of each work category prior to grant funded work
2. At least two photographs of work in progress for each work category
3. At least two photographs of work completed for each work category

Photographic Index Example:

Before Work

<u>Index #</u>	<u>View</u>	<u>Date Taken</u>
B1	South Elevation overview (typical)	5/20/2005
B2	Detail of South entry door	5/20/2005
B3	Detail of typical wood window	5/20/2005
B4	Detail of typical metal window	5/20/2005
B5	Detail of stucco condition above window	5/20/2005
B6	Termite damage at window trim	5/20/2005

During Work

<u>Index #</u>	<u>View</u>	<u>Date Taken</u>
D1	South Elevation showing work on doors and windows	1/15/2006
D2	Detail showing mortise and tenon joinery and hardware being stripped	1/15/2006
D3	Detail showing reglazing of wood window	1/15/2006
D4	Detail of paint preparation and condition of wood at window	1/15/2006
D5	Detail of paint preparation at metal window	1/15/2006
D6	Detail of exposed deteriorated steel lintel	1/15/2006
D7	Detail of replacement lintel being installed	1/15/2006
D8	Profile of new wood trim compared with original wood trim	1/15/2006

After Work

<u>Index #</u>	<u>View</u>	<u>Date Taken</u>
A1	South Elevation showing completed work	6/1/2006
A2	Wood door and hardware now restored	6/1/2006
A3	Wood window now restored	6/1/2006
A4	Metal window now restored	6/1/2006
A5	Stucco and brick work at lintel now repaired	6/1/2006
A6	Wood trim replaced at limited interior window frames	6/1/2006

APPENDIX III:

REFERENCE INFORMATION

Please go to <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>
to see the full 252-page document



THE SECRETARY
OF THE INTERIOR'S
**STANDARDS FOR
THE TREATMENT
OF HISTORIC
PROPERTIES**

WITH
**GUIDELINES FOR
PRESERVING,
REHABILITATING,
RESTORING &
RECONSTRUCTING
HISTORIC
BUILDINGS**



THE SECRETARY OF THE INTERIOR'S **STANDARDS**
FOR THE TREATMENT OF HISTORIC PROPERTIES
WITH
GUIDELINES FOR PRESERVING, REHABILITATING,
RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

Revised by Anne E. Grimmer

*from The Secretary of the Interior's Standards
for the Treatment of Historic Properties with
Guidelines for Preserving, Rehabilitating,
Restoring & Reconstructing Historic Buildings
Kay D. Weeks and Anne E. Grimmer (1995)*

U.S. Department of the Interior
National Park Service
Technical Preservation Services
Washington, D.C.

CHAPTER 332 - PURCHASING: LOCAL GOVERNMENTS

GENERAL PROVISIONS

NRS 332.005	Short title.
NRS 332.015	“Local government” defined.
NRS 332.025	Other terms defined.
NRS 332.027	Application of chapter to local school precincts.

PROCEDURES FOR LOCAL GOVERNMENT PURCHASING

BIDDING PROCEDURES

NRS 332.039	Advertisements or requests for bid on contract.
NRS 332.045	Advertisement to be by notice to bid; publication; contents of notice. [Effective through June 30, 2018.]
NRS 332.045	Advertisement to be by notice to bid; publication; contents of notice. [Effective July 1, 2018.]
NRS 332.047	On-line bidding.
NRS 332.061	Limitation on disclosure of proprietary information and of bid containing provision requiring negotiation or evaluation.
NRS 332.065	Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; preference given to recycled products; reawarding contract. [Effective through June 30, 2018.]
NRS 332.065	Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; prohibition on entering certain contracts without certification relating to certain boycotts of Israel; preference given to recycled products; reawarding contract. [Effective July 1, 2018.]
NRS 332.068	Notice of protest of award of contract: Period for filing; contents; posting and disposition of bond or security; stay of action; immunity of governing body from liability to bidder.
NRS 332.075	Rejection of bids.
NRS 332.085	Determination of bidder’s responsibility.
NRS 332.095	Assignment of contracts.
NRS 332.105	Bidders’ bonds.

EXCEPTIONS TO REQUIREMENTS FOR COMPETITIVE BIDDING

NRS 332.112	Emergency contracts.
NRS 332.115	Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.
NRS 332.117	Award of contract to nonprofit organization or agency for training and employment of persons with mental or physical disabilities.
NRS 332.135	Contracts with carriers; solicitation of informal rate quotations; contracts with Purchasing Division of Department of Administration.
NRS 332.146	Auction, closeout and bankruptcy sales; sale of merchandise left after exhibition.
NRS 332.148	Failure to receive responsible bids.

GENERAL POWERS AND DUTIES OF LOCAL GOVERNMENTS

NRS 332.175	Trade-in allowances for personal property.
NRS 332.185	Sale of personal property of public entity; public auctions; donation of surplus personal property by school district; chapter inapplicable to transactions regarding real property.
NRS 332.195	Joinder or mutual use of contracts by governmental entities.
NRS 332.201	Duty of governing body of certain counties to report to Office of Economic Development concerning local emerging small businesses.
NRS 332.215	Commission to Study Governmental Purchasing: Members; meetings; duties.
NRS 332.221	Provision of maintenance services and purchase of motor vehicle fuel for sale to public agencies or nonprofit corporations; regulations.
NRS 332.223	Use of facilities of local government by nonprofit corporation that provides ambulance services pursuant to franchise agreement.
NRS 332.225	Requirements of chapter unaffected by approval by governing body of application for federal grant.

PERFORMANCE CONTRACTS FOR OPERATING COST-SAVINGS MEASURES

NRS 332.300	Definitions.
NRS 332.310	“Building” defined.
NRS 332.320	“Operating cost savings” defined.
NRS 332.330	“Operating cost-savings measure” defined.
NRS 332.340	“Performance contract” defined.
NRS 332.350	“Qualified service company” defined.
NRS 332.351	Qualification as qualified service company; investigation and determination by local governments; confidentiality of certain information.
NRS 332.352	Criteria for qualification as qualified service company.

NRS 332.353	Additional circumstance in which person may be deemed qualified service company.
NRS 332.357	Duty of Office of Energy to provide information and educational resources; authority of Office of Energy to provide support to local government; fees; administration of account for fees; application for and receipt of other money for account; regulations.
NRS 332.360	Authority of local government to enter into performance contract; purpose of performance contract; operational audits; third-party consultants.
NRS 332.362	Duty of board of trustees of school district to adopt policy concerning performance contracts; requirements for policy; annual report.
NRS 332.370	Financing and structure of performance contract.
NRS 332.371	Requirements for performance contract that guarantees operating cost savings.
NRS 332.380	Period over which payments become due.
NRS 332.390	Prevailing wage requirement; duty of qualified service company to furnish bonds before entering into certain performance contracts.
NRS 332.400	Rights of local government and qualified service company if insufficient money appropriated by local government to make payments.
NRS 332.410	Reinvestment of savings realized under contract.
NRS 332.420	Monitoring of cost savings attributable to operating cost-savings measures.
NRS 332.430	Qualified service company to provide information concerning performance contract to Office of Energy.
NRS 332.431	Duty of local governments to report to Legislature.
NRS 332.440	Financial mechanisms to guarantee operational cost savings are realized.

PROHIBITIONS AND PENALTIES

NRS 332.800	Interest of member of governing body or evaluator in contract prohibited; exception; penalty.
NRS 332.810	Prohibited acts by bidders before award of contract; penalty.
NRS 332.820	Effect of collusion among bidders or advance disclosures.
NRS 332.830	Purchase of information system or system of communication for use by response agency.

NOTE: [The section added to chapter 332 by section 1 of chapter 159, Statutes of Nevada 1995, has been codified as NRS 237.020.](#)

GENERAL PROVISIONS

NRS 332.005 Short title. This chapter may be cited as the Local Government Purchasing Act. (Added to NRS by [1975, 1536](#))

NRS 332.015 "Local government" defined.

1. For the purpose of this chapter, unless the context otherwise requires, "local government" means:

(a) Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to [chapters 244, 318, 318A, 379, 450, 474, 539, 541, 543 and 555](#) of NRS.

(b) The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.

(c) County fair and recreation boards and convention authorities created pursuant to the provisions of [NRS 244A.597 to 244A.655](#), inclusive.

(d) District boards of health created pursuant to the provisions of [NRS 439.362 or 439.370](#).

2. The term does not include the Nevada Rural Housing Authority.

(Added to NRS by [1975, 1536](#); A [1977, 536](#); [1995, 814](#); [2003, 2261](#); [2005, 2478](#); [2015, 1917, 2229](#); [2017, 2033, 2718](#))

NRS 332.025 Other terms defined. As used in this chapter, unless the context otherwise requires:

1. "Authorized representative" means a person designated by the governing body to be responsible for the development, award and proper administration of all purchases and contracts for a local government or a department, division, agency, board or unit of a local government made pursuant to this chapter.

2. "Chief administrative officer" means the person directly responsible to the governing body for the administration of that particular entity.

3. "Evaluator" means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in:

(a) The evaluation of bids;

(b) Negotiations concerning purchasing by a local government; or

(c) The review or approval of the award, modification or extension of a contract.

4. "Governing body" means the board, council, commission or other body in which the general legislative and fiscal powers of the local government are vested. The term includes a local school precinct.

5. "Local school precinct" has the meaning ascribed to it in [NRS 388G.535](#).

6. "Proprietary information" means:

(a) Any trade secret or confidential business information that is contained in a bid submitted to a governing body or its authorized representative on a particular contract; or

(b) Any other trade secret or confidential business information submitted to a governing body or its authorized representative by a bidder and designated as proprietary by the governing body or its authorized representative.

➔ As used in this subsection, "confidential business information" means any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost, price, or the customers of a bidder which is

submitted in support of a bid. The term does not include the amount of a bid submitted to a governing body or its authorized representative.

7. "Trade secret" has the meaning ascribed to it in [NRS 600A.030](#).
(Added to NRS by [1975, 1536](#); A [1985, 514](#); [1995, 1731](#); [2001, 1314](#); [2017, 57](#))

NRS 332.027 Application of chapter to local school precincts.

1. Any action taken by a local school precinct pursuant to this chapter shall not be deemed to be an action by the large school district within which the local school precinct is located for purposes of this chapter and must not be aggregated with any contract of the large school district or any other local school precinct within the large school district.

2. As used in this section, "large school district" has the meaning ascribed to it in [NRS 388G.530](#).
(Added to NRS by [2017, 57](#))

PROCEDURES FOR LOCAL GOVERNMENT PURCHASING

Bidding Procedures

NRS 332.039 Advertisements or requests for bid on contract.

1. Except as otherwise provided by specific statute:

(a) A governing body or its authorized representative shall advertise all contracts for which the estimated annual amount required to perform the contract exceeds \$50,000.

(b) A governing body or its authorized representative may enter into a contract of any nature without advertising if the estimated annual amount required to perform the contract is \$50,000 or less.

(c) If the estimated annual amount required to perform the contract is more than \$25,000 but not more than \$50,000, requests for bids must be submitted or caused to be submitted by the governing body or its authorized representative to two or more persons capable of performing the contract, if available. The governing body or its authorized representative shall maintain a record of all requests for bids and all bids received for the contract for at least 7 years after the date of execution of the contract.

2. This section does not prohibit a governing body or its authorized representative from advertising for or requesting bids regardless of the estimated annual amount required to perform the contract.

(Added to NRS by [1993, 2553](#); A [1999, 1682](#); [2003, 667](#); [2005, 2551](#); [2007, 496](#))

NRS 332.045 Advertisement to be by notice to bid; publication; contents of notice. [Effective through June 30, 2018.]

1. The advertisement required by paragraph (a) of subsection 1 of [NRS 332.039](#) must be by notice to bid and must be published:

(a) In a newspaper qualified pursuant to [chapter 238](#) of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated at least once and not less than 7 days before the opening of bids; and

(b) On the Internet website of the local government, if the local government maintains an Internet website, every day for not less than 7 days before the opening of bids.

2. The notice must state:

(a) The nature, character or object of the contract.

(b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.

(c) The time and place where bids will be received and opened.

(d) Such other matters as may properly pertain to giving notice to bid.

(Added to NRS by [1975, 1536](#); A [1979, 172](#); [1983, 1659](#); [1993, 2554](#); [1999, 1036](#); [2003, 667](#); [2005, 2552](#); [2011, 1863](#))

NRS 332.045 Advertisement to be by notice to bid; publication; contents of notice. [Effective July 1, 2018.]

1. The advertisement required by paragraph (a) of subsection 1 of [NRS 332.039](#) must be by notice to bid and must be published:

(a) In a newspaper qualified pursuant to [chapter 238](#) of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated at least once and not less than 7 days before the opening of bids; and

(b) On the Internet website of the local government, if the local government maintains an Internet website, every day for not less than 7 days before the opening of bids.

2. The notice must state:

(a) The nature, character or object of the contract.

(b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.

(c) The time and place where bids will be received and opened.

(d) That a written certification is a required part of the contract pursuant to subsection 2 of [NRS 332.065](#).

(e) Such other matters as may properly pertain to giving notice to bid.

(Added to NRS by [1975, 1536](#); A [1979, 172](#); [1983, 1659](#); [1993, 2554](#); [1999, 1036](#); [2003, 667](#); [2005, 2552](#); [2011, 1863](#); [2017, 1611](#), effective July 1, 2018)

NRS 332.047 On-line bidding.

1. A governing body or its authorized representative may use on-line bidding to receive bids submitted in response to a request for bids. The governing body or its authorized representative shall not use on-line bidding as the exclusive means of receiving bids for the request for bids.

2. A request for bids for which bids may be submitted pursuant to subsection 1 must designate a date and time at which bids may be submitted and may designate a date and time after which bids will no longer be received.

3. A governing body or its authorized representative may require bidders to:

(a) Register before the date and time at which bids may be submitted; and

(b) Agree to terms, conditions or requirements of the request for bids to facilitate on-line bidding.

4. The procedures established by a governing body or its authorized representative for the purposes of conducting on-line bidding must not conflict with the provisions of this chapter.

5. As used in this section, "on-line bidding" means a process by which bidders submit bids for a contract on a secure website on the Internet or its successor, if any, which is established and maintained for that purpose.

(Added to NRS by [2001, 1314](#); A [2005, 2552](#))

NRS 332.061 Limitation on disclosure of proprietary information and of bid containing provision requiring negotiation or evaluation.

1. Except as otherwise provided in this subsection and [NRS 239.0115](#), proprietary information does not constitute public information and is confidential. A person shall not disclose proprietary information unless:

- (a) The disclosure is made for the purpose of a civil, administrative or criminal investigation or proceeding; and
- (b) The person receiving the information represents in writing that protections exist under applicable law to preserve the integrity, confidentiality and security of the information.

2. A bid which contains a provision that requires negotiation or evaluation by the governing body or an evaluator may not be disclosed until the bid is recommended for the award of a contract.

(Added to NRS by [1995, 1731](#); A [2001, 1315](#); [2005, 2553](#); [2007, 2088](#))

NRS 332.065 Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; preference given to recycled products; reawarding contract. [Effective through June 30, 2018.]

1. If a governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must, except as otherwise provided in subsection 2, award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder may be judged on the basis of:

- (a) Price;
- (b) Conformance to specifications;
- (c) Qualifications;
- (d) Past performance;
- (e) Performance or delivery date;
- (f) Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract;
- (g) The best interests of the public; and
- (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

2. The governing body or its authorized representative:

- (a) Shall give preference to recycled products if:
 - (1) The product meets the applicable standards;
 - (2) The product can be substituted for a comparable nonrecycled product; and
 - (3) The product costs no more than a comparable nonrecycled product.
- (b) May give preference to recycled products if:
 - (1) The product meets the applicable standards;
 - (2) The product can be substituted for a comparable nonrecycled product; and
 - (3) The product costs no more than 5 percent more than a comparable nonrecycled product.
- (c) May purchase recycled paper products if the specific recycled paper product is:
 - (1) Available at a price which is not more than 10 percent higher than that of paper products made from virgin material;
 - (2) Of adequate quality; and
 - (3) Available to the purchaser within a reasonable period.

3. If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

4. As used in this section:

- (a) "Postconsumer waste" means a finished material which would normally be disposed of as a solid waste having completed its life cycle as a consumer item.
- (b) "Recycled paper product" means all paper and wood-pulp products containing in some combination at least 50 percent of its total weight:
 - (1) Postconsumer waste; and
 - (2) Secondary waste,

↪ but does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

(c) "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value.

(Added to NRS by [1975, 1537](#); A [1991, 375, 1673, 2191](#); [1999, 1683](#); [2001, 1315](#); [2003, 618](#); [2005, 2553](#))

NRS 332.065 Award of contract for which bids have been advertised or requested: Lowest responsive and responsible bidder; prohibition on entering certain contracts without certification relating to certain boycotts of Israel; preference given to recycled products; reawarding contract. [Effective July 1, 2018.]

1. If a governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must, except as otherwise provided in subsection 3, award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder may be judged on the basis of:

- (a) Price;
- (b) Conformance to specifications;
- (c) Qualifications;
- (d) Past performance;
- (e) Performance or delivery date;
- (f) Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract;
- (g) The best interests of the public; and
- (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

2. A governing body or its authorized representative shall not enter into a contract described in paragraph (a) of subsection 1 of [NRS 332.039](#) with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. The governing body or its authorized representative:

- (a) Shall give preference to recycled products if:
 - (1) The product meets the applicable standards;
 - (2) The product can be substituted for a comparable nonrecycled product; and
 - (3) The product costs no more than a comparable nonrecycled product.
- (b) May give preference to recycled products if:
 - (1) The product meets the applicable standards;
 - (2) The product can be substituted for a comparable nonrecycled product; and
 - (3) The product costs no more than 5 percent more than a comparable nonrecycled product.
- (c) May purchase recycled paper products if the specific recycled paper product is:
 - (1) Available at a price which is not more than 10 percent higher than that of paper products made from virgin material;
 - (2) Of adequate quality; and
 - (3) Available to the purchaser within a reasonable period.

4. If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

5. As used in this section:

(a) "Boycott of Israel":

(1) Means, except as otherwise provided in subparagraph (2), refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with:

(I) Israel; or

(II) A person or entity doing business in Israel or in territories controlled by Israel,

↪ if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion.

(2) Does not include an action that is described in subparagraph (1) if the action:

(I) Is based on a bona fide business or economic reason;

(II) Is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner;

or

(III) Is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607

or any other federal or state law.

(b) "Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

(c) "Postconsumer waste" means a finished material which would normally be disposed of as a solid waste having completed its life cycle as a consumer item.

(d) "Recycled paper product" means all paper and wood-pulp products containing in some combination at least 50 percent of its total weight:

(1) Postconsumer waste; and

(2) Secondary waste,

↪ but does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

(e) "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value.

(Added to NRS by [1975, 1537](#); A [1991, 375, 1673, 2191](#); [1999, 1683](#); [2001, 1315](#); [2003, 618](#); [2005, 2553](#); [2017, 1610, 1611](#), effective July 1, 2018)

NRS 332.068 Notice of protest of award of contract: Period for filing; contents; posting and disposition of bond or security; stay of action; immunity of governing body from liability to bidder.

1. A person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) of subsection 1 of [NRS 332.039](#) may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

2. A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

3. A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

(a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or

(b) Two hundred fifty thousand dollars.

4. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

5. A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

6. A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

7. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

(Added to NRS by [2005, 2551](#))

NRS 332.075 Rejection of bids. Any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

(Added to NRS by [1975, 1537](#))

NRS 332.085 Determination of bidder's responsibility. In determining the responsibility of any bidder, the governing body or its authorized representative:

1. Shall consider the possession of and limit on any required license of the bidder; and
2. May consider the:
 - (a) Financial responsibility of the bidder;
 - (b) Experience of the bidder;
 - (c) Adequacy of the equipment of the bidder;
 - (d) Past performance of the bidder;
 - (e) Performance or delivery date; and
 - (f) Ability of the bidder to perform the contract.

(Added to NRS by [1975, 1537](#); A [1983, 914](#); [2001, 1316](#); [2003, 619](#))

NRS 332.095 Assignment of contracts.

1. No contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative.

2. No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.

(Added to NRS by [1975, 1537](#); A [1999, 1684](#); [2001, 1316](#))

NRS 332.105 Bidders' bonds.

1. A bid bond, performance bond, payment bond or any combination thereof, with sufficient surety, in such amount as may be determined necessary by the governing body or its authorized representative, may be required of each bidder or contractor on a particular contract.

2. Any such bonds may be to insure proper performance of the contract and save, indemnify and keep harmless the local government against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the local government in consequence of the awarding of the contract.

3. If a local government requires such a bond, it shall not also require a detailed financial statement from each bidder on the contract.

(Added to NRS by [1975, 1537](#); A [1983, 914](#))

Exceptions to Requirements for Competitive Bidding

NRS 332.112 Emergency contracts.

1. For the purposes of this section, an "emergency" is one which:

- (a) Results from the occurrence of a disaster, including, but not limited to, fire, flood, hurricane, riot, power outage or disease; or
- (b) May lead to impairment of the health, safety or welfare of the public if not immediately attended to.

2. If the authorized representative, chief administrative officer or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative or chief administrative officer, he or she shall report it to the governing body at its next regularly scheduled meeting.

(Added to NRS by [1975, 1537](#); A [1999, 1682](#))

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

- (a) Items which may only be contracted from a sole source;
- (b) Professional services;
- (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;
- (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment;
- (e) Perishable goods;
- (f) Insurance;
- (g) Hardware and associated peripheral equipment and devices for computers;
- (h) Software for computers;
- (i) Books, library materials and subscriptions;
- (j) Motor vehicle fuel purchased by a local law enforcement agency for use in an undercover investigation;
- (k) Motor vehicle fuel for use in a vehicle operated by a local law enforcement agency or local fire department if such fuel is not available within the vehicle's assigned service area from a fueling station owned by the State of Nevada or a local government;
- (l) Purchases made with money in a store fund for prisoners in a jail or local detention facility for the provision and maintenance of a canteen for the prisoners;
- (m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;
- (n) Items for resale through a retail outlet operated in this State by a local government or the State of Nevada;
- (o) Commercial advertising within a recreational facility operated by a county fair and recreation board;
- (p) Goods or services purchased from organizations or agencies whose primary purpose is the training and employment of persons with disabilities; and
- (q) The design of, and equipment and services associated with, systems of communication,

↪ are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

2. The purchase of equipment for use by a local law enforcement agency in the course of an undercover investigation is not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative, if:

(a) The equipment is an electronic or mechanical device which by design is intended to monitor and document in a clandestine manner suspected criminal activity; or

(b) Purchasing the equipment pursuant to such requirements would limit or compromise the use of such equipment by an agency authorized to conduct such investigations.

3. The purchase of personal safety equipment for use by a response agency or any other local governmental agency is not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative, if:

(a) The personal safety equipment will be used by personnel of the response agency or other local governmental agency in preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters in which the health, safety or welfare of those personnel may be compromised, impaired or otherwise threatened; and

(b) The cost of the personal safety equipment is comparable to the cost of similar personal safety equipment that is available for purchase by the public.

4. The governing body of a hospital required to comply with the provisions of this chapter, or its authorized representative, may purchase goods commonly used by the hospital, under a contract awarded pursuant to [NRS 332.065](#), without additional competitive bidding even if at the time the contract was awarded:

(a) The vendor supplying such goods to the person awarded the contract was not identified as a supplier to be used by the person awarded the contract; or

(b) The vendor was identified as a supplier but was not identified as the supplier of such goods.

↪ The governing body of the hospital shall make available for public inspection each such contract and records related to those purchases.

5. This section does not prohibit a governing body or its authorized representative from advertising for or requesting bids.

6. As used in this section:

(a) "Act of terrorism" has the meaning ascribed to it in [NRS 239C.030](#).

(b) "Personal safety equipment" means safety equipment that personnel of a response agency or other local governmental agency:

(1) Use in the course of preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters; or

(2) Wear or otherwise carry on a regular basis.

↪ The term includes, without limitation, firearms, boots, bulletproof vests or other types of body armor, protective garments, protective eyewear, gloves, helmets, and any specialized apparatus, equipment or materials approved or recommended by the United States Department of Homeland Security.

(c) "Response agency" means an agency of a local government that provides services related to law enforcement, firefighting, emergency medical care or public safety.

(Added to NRS by [1975, 1538](#); A [1987, 296, 1484](#); [1991, 337, 349, 648, 1934, 1935](#); [1997, 132](#); [1999, 889, 1684](#); [2001, 1317, 2003, 620, 2262](#); [2005, 226, 2554](#))

NRS 332.117 Award of contract to nonprofit organization or agency for training and employment of persons with mental or physical disabilities.

1. In accordance with the Program to Encourage and Facilitate Purchases by Agencies of Commodities and Services From Organizations established pursuant to [NRS 334.025](#), a governing body of a local government or its authorized representative may award, without complying with the requirements for competitive bidding set forth in this chapter, a contract for services or for the purchase of supplies, materials, equipment or labor to a nonprofit organization or agency whose primary purpose is the training and employment of persons with a mental or physical disability, including, without limitation, a provider of jobs and day training services certified pursuant to [NRS 435.130](#) to [435.310](#), inclusive.

2. A nonprofit organization or agency that:

(a) Wishes to submit a bid for such a contract must:

(1) Register with the Purchasing Division of the Department of Administration as required pursuant to [NRS 334.025](#); and

(2) Establish a fair-market price for those services, supplies, materials, equipment or labor by conducting a market survey and must include the survey with the bid submitted to the local government.

(b) Is awarded such a contract must report quarterly to the Purchasing Division as required pursuant to [NRS 334.025](#).

3. As used in this section, "nonprofit organization or agency" means an organization or agency that is recognized as exempt pursuant to the provisions of 26 U.S.C. § 501(c)(3).

(Added to NRS by [2001, 1535](#); A [2007, 2493](#); [2009, 2237](#); [2017, 1546](#))

NRS 332.135 Contracts with carriers; solicitation of informal rate quotations; contracts with Purchasing Division of Department of Administration.

1. Nothing in this chapter prohibits a governing body or its authorized representative from contracting for interstate or intrastate carriage of persons or property with a certificated common or contract carrier at the rates set forth in the officially approved tariff of such carrier.

2. Nothing in this section prohibits a governing body or its authorized representative from soliciting informal rate quotations.

3. Nothing in this chapter prohibits a governing body or its authorized representative from obtaining supplies, materials, equipment or services on a voluntary basis from the Purchasing Division of the Department of Administration pursuant to [NRS 333.470](#).

(Added to NRS by [1975, 1538](#); A [1991, 618](#); [1993, 1564](#))

NRS 332.146 Auction, closeout and bankruptcy sales; sale of merchandise left after exhibition.

1. Except as otherwise provided by law, if the governing body or its authorized representative determines that the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale, sale of merchandise left after an exhibition, or other similar sale at a reasonable savings over the cost of like merchandise and below the market cost in the community, a contract or contracts may be let or the purchase made without complying with the requirements of this chapter for competitive bidding.

2. The documentation for the purchase or acquisition must be summarized for the next regularly scheduled meeting of the governing body, together with written justification showing the savings involved.
(Added to NRS by [1975, 1538](#); A [1983, 845](#); [2001, 1318](#))

NRS 332.148 Failure to receive responsible bids.

1. Except as otherwise provided in subsection 2, when a governing body or its authorized representative has advertised for or requested bids in letting a contract and no responsible bids are received, the governing body or its authorized representative may let the contract without competitive bidding not less than 7 days after it publishes a notice stating that no bids were received on the contract and that the contract may be let without further bidding.

2. A governing body or its authorized representative shall entertain any bid which is submitted after it publishes such notice and before the expiration of the waiting period.

(Added to NRS by [1977, 463](#); A [1999, 1685](#))

GENERAL POWERS AND DUTIES OF LOCAL GOVERNMENTS

NRS 332.175 Trade-in allowances for personal property. A governing body or its authorized representative may solicit and accept trade-in allowances for personal property of the public entity which has been determined by the governing body or its authorized representative to be no longer required for public use in any manner authorized by law.

(Added to NRS by [1975, 1539](#); A [1999, 1685](#); [2001, 1319](#))

NRS 332.185 Sale of personal property of public entity; public auctions; donation of surplus personal property by school district; chapter inapplicable to transactions regarding real property.

1. Except as otherwise provided in subsection 2 and [NRS 244.1505](#) and [334.070](#), all sales of personal property of the local government must be made, as nearly as possible, under the same conditions and limitations as required by this chapter in the purchase of personal property. The governing body or its authorized representative may dispose of personal property of the local government by any manner, including, without limitation, at public auction, if the governing body or its authorized representative determines that the property is no longer required for public use and deems such action desirable and in the best interests of the local government.

2. The board of trustees of a school district may donate surplus personal property of the school district to any other school district in this State, to the Achievement School District or to a charter school that is located within the school district without regard to:

- (a) The provisions of this chapter; or
- (b) Any statute, regulation, ordinance or resolution that requires:
 - (1) The posting of notice or public advertising.
 - (2) The inviting or receiving of competitive bids.
 - (3) The selling or leasing of personal property by contract or at a public auction.

3. The provisions of this chapter do not apply to the purchase, sale, lease or transfer of real property by the governing body.

(Added to NRS by [1975, 1539](#); A [1983, 1248](#); [1999, 1685, 3320, 3322](#); [2001, 238, 1319](#); [2013, 1488](#); [2015, 3818](#))

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. Except as otherwise provided in this section:

(a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

(b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to [chapter 624](#) of NRS is required for any portion of the work to be performed under the contract.

(Added to NRS by [1975, 1539](#); A [1985, 357](#); [1999, 1686](#); [2001, 1320](#); [2003, 2263](#); [2005, 2556](#); [2013, 69](#))

NRS 332.201 Duty of governing body of certain counties to report to Office of Economic Development concerning local emerging small businesses.

1. The governing body or its authorized representative in a county whose population is 100,000 or more shall submit a report every 6 months to the Office. The report must include, without limitation, for the period since the last report:

(a) The number of local emerging small businesses that the governing body or its authorized representative solicited to submit a bid or proposal to the governing body or its authorized representative for a local purchasing contract;

(b) The number of local emerging small businesses that submitted a bid or proposal to the governing body or its authorized representative for a local purchasing contract;

(c) The number of local purchasing contracts that were awarded by the governing body or its authorized representative to local emerging small businesses;

(d) The total number of dollars' worth of local purchasing contracts that were awarded by the governing body or its authorized representative to local emerging small businesses; and

(e) Any other information deemed relevant by the Office.

2. The report required pursuant to subsection 1 must be submitted within 90 days after:

(a) The end of each fiscal year; and

(b) The end of each calendar year.

3. As used in this section:

(a) "Local emerging small business" has the meaning ascribed to it in [NRS 231.1402](#).

(b) "Local purchasing contract" means a contract awarded pursuant to the provisions of this chapter for which the estimated cost is \$50,000 or less. The term does not include a contract for which a procurement card is used.

(c) "Office" means the Office of Economic Development.

(d) "Procurement card" means a charge card issued to a governing body or its authorized representative for the purpose of purchasing goods and services pursuant to the provisions of this chapter.

(Added to NRS by [2013, 3689](#))

NRS 332.215 Commission to Study Governmental Purchasing: Members; meetings; duties.

1. Each county of this state whose population is 100,000 or more, must be a member of the Commission to Study Governmental Purchasing which is composed of all purchasing agents of the local governments within those counties. Each county whose population is less than 100,000 may participate as a voting member of the Commission. The members shall select a Chair from among their number.

2. The Commission shall meet no less than quarterly or at the call of the Chair to study practices in governmental purchasing and laws relating thereto and shall make recommendations with respect to those laws to the next regular session of the Legislature.

(Added to NRS by [1975, 1540](#); A [1979, 537](#); [1985, 358](#))

NRS 332.221 Provision of maintenance services and purchase of motor vehicle fuel for sale to public agencies or nonprofit corporations; regulations.

1. A governing body may provide maintenance services for vehicles which belong to, and may purchase motor vehicle fuel to sell to:

(a) Any public agency or organization which is supported by tax money; and

(b) Any private agency or organization which is incorporated as a nonprofit corporation pursuant to [chapter 81](#) or [82](#) of NRS, and which uses the vehicles and fuel in specially providing transportation to the elderly or persons with disabilities.

2. The governing body shall establish regulations for determining the eligibility of applicants for maintenance services and fuel pursuant to this section.

3. The costs of all maintenance services and fuel provided pursuant to this section must be paid for by the agency or organization which receives the service or fuel.

(Added to NRS by [1979, 88](#); A [1981, 239](#); [1991, 1313](#))

NRS 332.223 Use of facilities of local government by nonprofit corporation that provides ambulance services pursuant to franchise agreement. A nonprofit corporation that provides ambulance services pursuant to a franchise agreement with a local government may obtain supplies, materials and equipment on a voluntary basis through the facilities of the local government.

(Added to NRS by [1995, 1731](#))

NRS 332.225 Requirements of chapter unaffected by approval by governing body of application for federal grant.

Approval by a governing body of an application for a federal categorical grant does not dispense with the requirements of this chapter for approval by the governing body of the letting of any contract.

(Added to NRS by [1975, 1540](#))

PERFORMANCE CONTRACTS FOR OPERATING COST-SAVINGS MEASURES

NRS 332.300 Definitions. As used in [NRS 332.300](#) to [332.440](#), inclusive, unless the context otherwise requires, the words and terms defined in [NRS 332.310](#) to [332.350](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by [2003, 3049](#); A [2009, 965](#); [2013, 2119](#))

NRS 332.310 "Building" defined. "Building" means any existing structure, building or facility, including any equipment, furnishings or appliances within the existing structure, building or facility, that is owned or operated by a local government. The term includes, without limitation, occupied and unoccupied existing structures, buildings and facilities, and any other existing improvements owned or operated by a local government that incur operating costs.

(Added to NRS by [2003, 3049](#); A [2009, 965](#))

NRS 332.320 "Operating cost savings" defined. "Operating cost savings" means any expenses that are eliminated or avoided on a long-term basis as a result of the installation or modification of equipment, or services performed by a qualified service company. The term does not include any savings that are realized solely because of a shift in the cost of personnel or other similar short-term cost savings.

(Added to NRS by [2003, 3049](#))

NRS 332.330 "Operating cost-savings measure" defined. "Operating cost-savings measure":

1. Means any improvement, repair or alteration to a building, or any equipment, fixture or furnishing to be added or used in a building that is designed to reduce operating costs, including, without limitation, those costs related to electrical energy and demand, thermal energy, water consumption, waste disposal and contract-labor costs, and increase the operating efficiency of the building for the appointed functions that are cost-effective.

2. Includes, without limitation:

(a) Operational or maintenance labor savings resulting from reduced costs for maintenance contracts as provided through reduction of required maintenance or operating tasks, including, without limitation, replacement of filters and lighting products, and equipment failures.

(b) Investment in equipment, products and materials, and strategies for building operation, or any combination thereof, designed to reduce energy and other utility expenses, including, without limitation:

(1) Costs for materials and labor required to replace old equipment with new, more efficient equipment.

(2) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed or coated windows or doors, reductions in glass area, and other modifications to windows and doors that will reduce energy consumption.

(3) Automated or computerized energy control systems.

(4) Replacement of, or modifications to, heating, ventilation or air-conditioning systems.

(5) Replacement of, or modifications to, lighting fixtures.

(6) Improvements to the indoor air quality of a building that conform to all requirements of an applicable building code.

(7) Energy recovery systems.

(8) Systems for combined cooling, heating and power that produce steam or other forms of energy, for use primarily within the building or a complex of buildings.

(9) Installation of, or modifications to, existing systems for daylighting, including lighting control systems.

(10) Installation of, or modification to, technologies that use renewable or alternative energy sources.

(11) Programs relating to building operation that reduce operating costs, including, without limitation, computerized programs, training and other similar activities.

(12) Programs for improvement of steam traps to reduce operating costs.

(13) Devices that reduce water consumption in buildings, for lawns and for other irrigation applications.

(14) Any additional improvements to building infrastructures that produce energy and operating cost savings, significantly reduce energy consumption or increase the operating efficiency of the buildings for their appointed functions, provided that such improvements comply with applicable building codes.

(15) Trash compaction and waste minimization.

(16) Ground source systems for heating and cooling.

(c) Investment in educational programs relating to the operation and maintenance of any equipment installed to reduce operating costs.

3. Does not include the construction of a new building or any addition to a building that increases the square footage of the building.

(Added to NRS by [2003, 3049](#); A [2009, 965](#))

NRS 332.340 "Performance contract" defined. "Performance contract" means a written contract between a local government and a qualified service company for the evaluation, recommendation and implementation of one or more operating cost-savings measures.

(Added to NRS by [2003, 3050](#); A [2009, 966](#))

NRS 332.350 "Qualified service company" defined. "Qualified service company" means a person who is qualified to bid on a performance contract pursuant to [NRS 332.351](#) or [332.353](#).

(Added to NRS by [2003, 3050](#); A [2009, 966](#))

NRS 332.351 Qualification as qualified service company; investigation and determination by local governments; confidentiality of certain information.

1. Except as otherwise provided in [NRS 332.353](#), a person who wishes to qualify as a qualified service company and submit a proposal for a performance contract with a local government must file an application with the local government.

2. Upon receipt of an application pursuant to subsection 1, the local government shall:

(a) Investigate the applicant to determine whether the applicant is qualified to bid on a performance contract; and

(b) After conducting the investigation, determine whether the applicant is qualified to bid on a performance contract.

3. The local government shall notify each applicant in writing of its determination.

4. The local government may determine an applicant is qualified to bid:

(a) On a specific project; or

(b) On more than one project over a period of time to be determined by the local government.

5. Except as otherwise provided in [NRS 332.353](#), the local government shall use only the criteria described in [NRS 332.352](#) in determining whether to approve or deny an application.

6. Except as otherwise provided in [NRS 239.0115](#), financial information and other data pertaining to the net worth of an applicant which is gathered by or provided to a local government to determine the financial ability of an applicant to perform a contract is confidential and not open to public inspection.

(Added to NRS by [2009, 962](#))

NRS 332.352 Criteria for qualification as qualified service company.

1. Except as otherwise provided in [NRS 332.353](#), a local government shall use the following criteria for determining whether a person satisfies the requirements to be a qualified service company pursuant to [NRS 332.360](#):

(a) The financial ability of the applicant to perform the work required by the local government;

(b) Whether the applicant possesses a state business license issued pursuant to [chapter 76](#) of NRS;

(c) Whether the applicant possesses a valid contractor's license issued pursuant to [chapter 624](#) of NRS of a class corresponding to the work required by the local government and, if engineering work is required, whether the applicant possesses a valid license as a professional engineer issued pursuant to [chapter 625](#) of NRS;

(d) Whether the applicant has the ability to obtain the necessary bonding for the work required by the local government;

(e) Whether the applicant has successfully completed an appropriate number of projects as determined by the local government, but not to exceed five projects, during the 5 years immediately preceding the date of application of similar size, scope or type as the work required by the local government;

(f) Whether the principal personnel employed by the applicant have the necessary professional qualifications and experience for the work required by the local government;

(g) Whether the applicant has breached any contracts with a public agency or person in this State or any other state during the 5 years immediately preceding the date of application;

(h) Whether the applicant has been disqualified from being awarded a contract by any governing body in the State of Nevada;

(i) Whether the applicant has been convicted of a violation for discrimination in employment during the 2 years immediately preceding the date of application;

(j) Whether the applicant has the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect the applicant and all the subcontractors of the applicant from claims for personal injury, accidental death and damage to property that may arise in connection with the work required by the local government;

(k) Whether the applicant has established a safety program that complies with the requirements of [chapter 618](#) of NRS;

(l) Whether the applicant has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the work required by the local government;

(m) Whether, during the 5 years immediately preceding the date of application, the applicant has filed as a debtor under the provisions of the United States Bankruptcy Code;

(n) Whether the application is truthful and complete; and

(o) Whether, during the 5 years immediately preceding the date of the application, the applicant has, as a result of causes within the control of the applicant or a subcontractor or supplier of the applicant, failed to perform any contract:

(1) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative;

(2) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or

(3) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative.

↪ Evidence of the failures described in this subsection may include, without limitation, the assessment of liquidated damages against the applicant, the forfeiture of any bonds posted by the applicant, an arbitration award granted against the applicant or a decision by a court of law against the applicant.

2. Except as otherwise provided in [NRS 332.353](#), in addition to the criteria described in subsection 1, the local government may use any other relevant criteria that are necessary to determine whether a person satisfies the requirements to be a qualified service company pursuant to [NRS 332.360](#).

(Added to NRS by [2009, 963](#))

NRS 332.353 Additional circumstance in which person may be deemed qualified service company. Notwithstanding the provisions of [NRS 332.352](#), a governing body may deem a person a qualified service company if the person has been determined by:

1. The State Public Works Division of the Department of Administration or a local government pursuant to [NRS 338.1379](#) to be qualified to bid on a public work; or

2. Another local government pursuant to [NRS 332.351](#) to be qualified as a qualified service company.

(Added to NRS by [2009, 964](#))

NRS 332.357 Duty of Office of Energy to provide information and educational resources; authority of Office of Energy to provide support to local government; fees; administration of account for fees; application for and receipt of other money for account; regulations.

1. The Office of Energy shall:

(a) Provide to local governments information and educational resources relating to operating cost-savings measures and performance contracts.

(b) Include on the Internet website maintained by the Office, if any, information and educational resources relating to operating cost-savings measures and performance contracts.

2. The Office of Energy may, upon receiving a request from a local government for support relating to operating cost-savings measures:

(a) Provide to the local government support relating to operating cost-savings measures; and

(b) Charge and collect a fee from the local government for the provision of any support described in paragraph (a).

3. All fees charged and collected by the Office of Energy pursuant to subsection 2 must be accounted for separately in the State General Fund. The Director of the Office of Energy shall administer the account. Money in the account must be used only to pay the costs incurred by the Office of Energy to provide support to local governments pursuant to subsection 2 and is hereby authorized for expenditure as a continuing appropriation for this purpose.

4. The Director of the Office of Energy may apply for and accept any gift, donation, bequest, grant or other source of money for deposit in the account. The interest and income earned on money in the account, after deducting any applicable charges, must be credited to the account. Money that remains in the account at the end of the fiscal year does not revert to the State General Fund, and the balance in the account must be carried forward to the next fiscal year.

5. A local government may include in a performance contract the amount of any fee charged by the Office of Energy pursuant to subsection 2.

6. The Director of the Office of Energy may adopt regulations to carry out the provisions of this section, including, without limitation, regulations which establish the amount of the fees to be charged and collected by the Office of Energy pursuant to subsection 2.

(Added to NRS by [2013, 2119](#))

NRS 332.360 Authority of local government to enter into performance contract; purpose of performance contract; operational audits; third-party consultants.

1. Notwithstanding any provision of this chapter and [chapter 338](#) of NRS to the contrary, a local government may enter into a performance contract with a qualified service company for the purchase and installation of an operating cost-savings measure to reduce costs related to energy, water and the disposal of waste, and related labor costs. Such a performance contract may be in the form of an installment payment contract or a lease-purchase contract. Any operating cost-savings measures put into place as a result of a performance contract must comply with all applicable building codes.

2. If a local government is interested in entering into a performance contract, the local government shall notify each appropriate qualified service company and coordinate an opportunity for each such qualified service company to:

(a) Perform a preliminary and comprehensive audit and assessment of all potential operating cost-savings measures that might be implemented within the buildings of the local government, including any operating cost-savings measures specifically requested by the local government; and

(b) Submit a proposal and make a related presentation to the local government for all such operating cost-savings measures that the qualified service company determines would be practicable to implement.

3. The local government shall:

(a) Evaluate the proposals and presentations made pursuant to subsection 2; and

(b) Select a qualified service company,

↪ pursuant to the provisions of [NRS 332.300](#) to [332.440](#), inclusive.

4. The local government may enter into a contract with the Office of Energy or retain the professional services of a third-party consultant with the requisite technical expertise to assist the local government in evaluating the proposals and presentations pursuant to subsection 3. If the local government retains the professional services of a third-party consultant, the third-party consultant must possess a state business license issued pursuant to [chapter 76](#) of NRS and any other applicable licenses issued by a licensing board in this State in the same discipline in which the consultant will be advising the local government.

5. The qualified service company selected by the local government pursuant to subsection 3 shall prepare a financial-grade operational audit. Except as otherwise provided in this subsection, the audit prepared by the qualified service company becomes, upon acceptance, a part of the final performance contract and the costs incurred by the qualified service company in preparing the audit shall be deemed to be part of the performance contract. If, after the audit is prepared, the local government decides not to execute the performance contract, the local government shall pay the qualified service company that prepared the audit the costs incurred by the qualified service company in preparing the audit if the local government has specifically appropriated money for that purpose.

6. The local government shall enter into a contract with the Office of Energy or retain the professional services of a third-party consultant with the requisite technical expertise to assist the local government in reviewing the operating cost-savings measures proposed by the qualified service company and may procure sufficient funding from the qualified service company, through negotiation, to pay for the costs incurred by the Office of Energy or the third-party consultant. If the local government retains the professional services of a third-party consultant, the third-party consultant must be licensed pursuant to [chapter 625](#) of NRS and certified by the Association of Energy Engineers as a "Certified Energy Manager" or hold similar credentials from a comparable nationally recognized organization. The Office of Energy or a third-party consultant retained pursuant to this subsection shall work on behalf and for the benefit of the local government in coordination with the qualified service company.

(Added to NRS by [2003, 3051](#); A [2009, 967](#); [2013, 2120](#))

NRS 332.362 Duty of board of trustees of school district to adopt policy concerning performance contracts; requirements for policy; annual report.

1. The board of trustees of a school district shall adopt a policy setting forth the process for evaluating whether work to be performed on a building will be performed pursuant to a performance contract. The policy must include, without limitation:

(a) The criteria for determining the work which will be evaluated pursuant to the policy;

(b) The requirement that the board of trustees or its designee evaluate whether the work to be performed:

(1) Consists primarily of one or more operating cost-savings measures;

(2) Qualifies to be performed pursuant to a performance contract with a return on investment that the board of trustees determines would make entering into a performance contract in the best interest of the school district; and

(3) Would be more reasonably included under an existing performance contract rather than a new performance contract; and

(c) The requirement that the board of trustees or its designee, if it determines not to enter into a performance contract, document the reasons for that determination.

2. The board of trustees of a school district shall cause to be prepared an annual report which sets forth the operating cost-savings measures, if any, that:

(a) Were identified in a financial-grade operational audit submitted to the board of trustees pursuant to subsection 5 of [NRS 332.360](#) during the immediately preceding year; and

(b) Were not included in a performance contract during the immediately preceding year.

3. As used in this section, "operating cost-savings measure" means an investment in equipment, products and materials, and strategies for building operation, or any combination thereof, designed to reduce energy and other utility expenses, including, without limitation:

(a) Costs for materials and labor required to replace old equipment with new, more efficient equipment.

(b) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed or coated windows or doors, reductions in glass area, and other modifications to windows and doors that will reduce energy consumption.

(c) Automated or computerized energy control systems.

(d) Replacement of, or modifications to, heating, ventilation or air-conditioning systems.

(e) Replacement of, or modifications to, lighting fixtures.

(f) Improvements to the indoor air quality of a building that conform to all requirements of an applicable building code.

(g) Energy recovery systems.

(h) Systems for combined cooling, heating and power that produce steam or other forms of energy, for use primarily within the building or a complex of buildings.

(i) Installation of, or modifications to, existing systems for daylighting, including lighting control systems.

(j) Installation of, or modification to, technologies that use renewable or alternative energy sources.

(k) Programs relating to building operation that reduce operating costs, including, without limitation, computerized programs, training and other similar activities.

(l) Programs for improvement of steam traps to reduce operating costs.

(m) Devices that reduce water consumption in buildings, for lawns and for other irrigation applications.

(n) Trash compaction and waste minimization.

(o) Ground source systems for heating and cooling.

(Added to NRS by [2013, 2118](#))

NRS 332.370 Financing and structure of performance contract.

1. A performance contract may be financed through a person other than the qualified service company.

2. A performance contract must be structured to guarantee operating cost savings, which includes, without limitation, the design and installation of equipment, the operation and maintenance, if applicable, of any of the operating cost-savings measures and the guaranteed annual savings which must meet or exceed the total annual contract payments to be made by the local government, including any financing charges to be incurred by the local government over the life of the performance contract. The local government may require that these savings be verified annually or over a sufficient period that demonstrates savings.

(Added to NRS by [2003, 3052](#); A [2009, 968](#))

NRS 332.371 Requirements for performance contract that guarantees operating cost savings. A performance contract that guarantees operating cost savings must identify the specific dollar amount and units or percentages of consumption that the qualified service company anticipates will be eliminated or avoided on a long-term basis as a result of the operating cost-savings measures that the local government is implementing.

(Added to NRS by [2009, 965](#))

NRS 332.380 Period over which payments become due.

1. A performance contract must provide that all payments, other than any obligations that become due if the contract is terminated before the contract expires, must be made over time.

2. Except as otherwise provided in this subsection, a performance contract, and the payments provided thereunder, may extend beyond the fiscal year in which the performance contract becomes effective for costs incurred in future fiscal years. The performance contract may extend for a term not to exceed 25 years. The length of a performance contract may reflect the useful life of the operating cost-savings measure being installed or purchased under the performance contract.

3. The period over which payments are made on a performance contract must equal the period over which the operating cost savings are amortized. Payments on a performance contract must not commence until the operating cost-savings measures have been

installed by the qualified service company.
(Added to NRS by [2003, 3053](#); A [2015, 1917](#))

NRS 332.390 Prevailing wage requirement; duty of qualified service company to furnish bonds before entering into certain performance contracts.

1. If a performance contract entered into pursuant to [NRS 332.300](#) to [332.440](#), inclusive, requires the employment of skilled mechanics, skilled workers, semiskilled mechanics, semiskilled workers or unskilled labor to perform the performance contract, the performance contract must include a provision relating to the prevailing wage as required pursuant to [NRS 338.020](#) to [338.090](#), inclusive.

2. Before a qualified service company enters into a performance contract pursuant to [NRS 332.300](#) to [332.440](#), inclusive, that exceeds \$100,000, the qualified service company must furnish to the contracting body any bonds required pursuant to [NRS 339.025](#). The provisions of [chapter 339](#) of NRS apply to any performance contract described in this subsection.

(Added to NRS by [2003, 3053](#); A [2009, 969](#))

NRS 332.400 Rights of local government and qualified service company if insufficient money appropriated by local government to make payments. Notwithstanding any provision of [NRS 332.300](#) to [332.440](#), inclusive, to the contrary, a performance contract entered into pursuant to [NRS 332.300](#) to [332.440](#), inclusive, must include a clause that sets out the rights of the local government and the qualified service company if the local government does not appropriate sufficient money for payments to be continued under the performance contract.

(Added to NRS by [2003, 3053](#))

NRS 332.410 Reinvestment of savings realized under contract. A local government may reinvest any savings realized under a performance contract whenever practical into other operating cost-savings measures provided the local government:

1. Is satisfying all its other obligations under the performance contract; and
2. Complies with the requirements of [NRS 332.300](#) to [332.440](#), inclusive, when reinvesting the savings into other operating cost-savings measures.

(Added to NRS by [2003, 3053](#); A [2009, 969](#))

NRS 332.420 Monitoring of cost savings attributable to operating cost-savings measures.

1. During the term of a performance contract, the qualified service company shall monitor the reductions in energy or water consumption and other operating cost savings attributable to the operating cost-savings measure purchased or installed under the performance contract, and shall, at least once a year or at such other intervals specified in the performance contract, prepare and provide a report to the local government documenting the performance of the operating cost-savings measures.

2. A performance contract must identify the methodology that the local government will use to validate the cost savings identified by the qualified service company.

3. A qualified service company and the local government may agree to make modifications in the calculation of savings based on:

- (a) Subsequent material changes to the baseline consumption of energy or water identified at the beginning of the term of the performance contract.
- (b) A change in utility rates.
- (c) A change in the number of days in the billing cycle of a utility.
- (d) A change in the total square footage of the building.
- (e) A change in the operational schedule, and any corresponding change in the occupancy and indoor temperature, of the building.
- (f) A material change in the weather.
- (g) A material change in the amount of equipment or lighting used at the building.
- (h) Any other change which reasonably would be expected to modify the use of energy or the cost of energy.

(Added to NRS by [2003, 3053](#))

NRS 332.430 Qualified service company to provide information concerning performance contract to Office of Energy.

A qualified service company shall provide to the Office of Energy information concerning each performance contract which the qualified service company enters into pursuant to [NRS 332.300](#) to [332.440](#), inclusive, including, without limitation, the name of the project, the local government for which the project is being carried out and the expected operating cost savings. The Office of Energy may report any energy savings realized as a result of such performance contracts to the United States Department of Energy pursuant to 42 U.S.C. § 13385.

(Added to NRS by [2003, 3054](#); A [2009, 1405](#); [2011, 2078](#))

NRS 332.431 Duty of local governments to report to Legislature.

1. Each local government that enters into a performance contract pursuant to [NRS 332.300](#) to [332.440](#), inclusive, shall, on or before February 1 of each year, prepare and submit a report to the Director of the Legislative Counsel Bureau for transmittal to the Legislature if the Legislature is in session, or to the Interim Finance Committee if the Legislature is not in session.

2. The report required pursuant to subsection 1 must include, without limitation:

- (a) The status of the construction and financing of the operating cost-savings measures described in the performance contract.
- (b) The cumulative amount of operating cost-savings that have resulted from the operating cost-savings measures.
- (c) The amount of operating cost-savings that are projected for the future.
- (d) Any other information required by the Legislature or Interim Finance Committee.

(Added to NRS by [2009, 965](#))

NRS 332.440 Financial mechanisms to guarantee operational cost savings are realized. A performance contract must include appropriate financial mechanisms determined to be necessary by the city or county treasurer, as appropriate, to guarantee that operating cost savings are realized by the local government if the actual cost savings do not meet the predicted cost savings.

(Added to NRS by [2003, 3054](#))

PROHIBITIONS AND PENALTIES

NRS 332.800 Interest of member of governing body or evaluator in contract prohibited; exception; penalty.

1. Except as otherwise provided in [NRS 281.230](#) and [281A.430](#), a member of the governing body may not be interested, directly or indirectly, in any contract entered into by the governing body, but the governing body may purchase supplies, not to exceed \$1,500 in the aggregate in any 1 calendar month, from a member of such governing body when not to do so would be of great inconvenience due to a lack of any other local source.

2. An evaluator may not be interested, directly or indirectly, in any contract awarded by such governing body or its authorized representative.

3. A member of a governing body who furnishes supplies in the manner permitted by subsection 1 may not vote on the allowance of the claim for such supplies.

4. A person who violates this section is guilty of a misdemeanor and, in the case of a member of a governing body, a violation is cause for removal from office.

(Added to NRS by [1975, 1539](#); A [2001, 1318](#); [2003, 891](#); [2013, 3786](#))

NRS 332.810 Prohibited acts by bidders before award of contract; penalty.

1. Before a contract is awarded, a person who has bid on the contract or an officer, employee, representative, agent or consultant of such a person shall not:

(a) Make an offer or promise of future employment or business opportunity to, or engage in a discussion of future employment or business opportunity with, an evaluator or member of the governing body offering the contract;

(b) Offer, give or promise to offer or give money, a gratuity or any other thing of value to an evaluator or member of the governing body offering the contract; or

(c) Solicit or obtain from an officer, employee or member of the governing body offering the contract:

(1) Any proprietary information regarding the contract; or

(2) Any information regarding a bid on the contract submitted by another person, unless such information is available to the general public.

2. A person who violates any of the provisions of subsection 1 is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 364 days, or by a fine of not less than \$2,000 nor more than \$50,000, or by both fine and imprisonment.

(Added to NRS by [1995, 1731](#); A [2001, 1318](#); [2007, 2468](#); [2013, 982](#))

NRS 332.820 Effect of collusion among bidders or advance disclosures.

1. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

2. Advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

(Added to NRS by [1975, 1539](#); A [2001, 1319](#); [2005, 2556](#))

NRS 332.830 Purchase of information system or system of communication for use by response agency.

1. On and after October 1, 2005, a governing body or its authorized representative shall not purchase an information system or system of communication for use by a response agency unless the system complies with the plan established pursuant to subsection 6 of [NRS 239C.160](#).

2. On and after October 1, 2005, any grant or other money received by a local government from the Federal Government for the purchase of an information system or system of communication for use by a response agency must not be used to purchase such a system unless the system complies with the plan established pursuant to subsection 6 of [NRS 239C.160](#).

3. As used in this section:

(a) "Information system" has the meaning ascribed to it in [NRS 239C.060](#).

(b) "Response agency" has the meaning ascribed to it in [NRS 239C.080](#).

(c) "System of communication" has the meaning ascribed to it in [NRS 239C.100](#).

(Added to NRS by [2003, 2463](#); A [2005, 932](#); [2011, 2886](#))

CHAPTER 383 - HISTORIC PRESERVATION AND ARCHEOLOGY

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[NRS 383.011](#) Definitions. [Effective July 1, 2018.]
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PROTECTION OF INDIAN BURIAL SITES AND HISTORIC AND PREHISTORIC SITES

PROTECTION OF INDIAN BURIAL SITES

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[NRS 383.430](#) Office of Historic Preservation authorized to enter into agreement with state agency, political subdivision or Indian tribe regarding acquisition of land from Federal Government; requirements of agreement; submission of information to Office required for changes to use of land or new project on land. [Effective July 1, 2018.]
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[NRS 383.435](#) Prohibited acts; penalties; exceptions; civil remedy. [Effective July 1, 2018.]

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- [NRS 383.440](#) Regulations. [Effective through June 30, 2018.]
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COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION

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Program for awarding financial assistance.

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Determination of annual amount of financial assistance to be granted by Commission; notice to State Board of Examiners and State Board of Finance; issuance of bonds.

[NRS 383.540](#)

Fund for the Preservation and Promotion of Cultural Resources.

GENERAL PROVISIONS

NRS 383.011 Definitions. [Effective through June 30, 2018.] As used in this chapter, unless the context otherwise requires:

1. "Administrator" means the Administrator of the Office.
2. "Advisory Board" means the Board of Museums and History.
3. "Commission" means the Commission for Cultural Centers and Historic Preservation created by [NRS 383.500](#).
4. "Cultural resources" means any objects, sites or information of historic, prehistoric, archeological, architectural or paleontological significance.
5. "Department" means the State Department of Conservation and Natural Resources.
6. "Director" means the Director of the Department.
7. "Office" means the Office of Historic Preservation of the Department.
(Added to NRS by [1977, 1357](#); A [1993, 1592](#); [2001, 934](#); [2005, 1576](#); [2011, 2981](#); [2015, 73](#))

NRS 383.011 Definitions. [Effective July 1, 2018.] As used in this chapter, unless the context otherwise requires:

1. "Administrator" means the Administrator of the Office.
2. "Advisory Board" means the Board of Museums and History.
3. "Commission" means the Commission for Cultural Centers and Historic Preservation created by [NRS 383.500](#).
4. "Cultural affiliation" has the meaning ascribed to it in [NRS 381.001](#).
5. "Cultural resources" means any objects, sites or information of historic, prehistoric, archeological, architectural or paleontological significance.
6. "Department" means the State Department of Conservation and Natural Resources.
7. "Director" means the Director of the Department.
8. "Indian tribe" means any tribe, band, nation or other organized group or community of Indians which is recognized as eligible for the special programs and services provided by the United States to native Indians because of their status as native Indians.
9. "Office" means the Office of Historic Preservation of the Department.
10. "Prehistoric" has the meaning ascribed to it in [NRS 381.195](#).
(Added to NRS by [1977, 1357](#); A [1993, 1592](#); [2001, 934](#); [2005, 1576](#); [2011, 2981](#); [2015, 73](#); [2017, 3543](#), effective July 1, 2018)

NRS 383.021 Office of Historic Preservation: Creation; duties; inclusion of Comstock Historic District Commission. [Effective through June 30, 2018.]

1. The Office of Historic Preservation is hereby created.
2. The Office shall:
 - (a) Encourage, plan and coordinate historic preservation and archeological activities within the State, including programs to survey, record, study and preserve or salvage cultural resources.
 - (b) Compile and maintain an inventory of cultural resources in Nevada deemed significant by the Administrator.
 - (c) Designate repositories for the materials that comprise the inventory.
 - (d) Provide staff assistance to the Commission.
 - (e) Assist the State Public Works Division of the Department of Administration in conducting the evaluation required by [NRS 701B.925](#) with respect to a building that is at least 50 years old, including, without limitation, making a recommendation regarding the use of an alternative to window replacement based upon whether the use of the alternative is consistent with the goal of historic preservation.
3. The Comstock Historic District Commission is within the Office.
(Added to NRS by [1977, 1357](#); A [1985, 716](#); [1989, 504](#); [1993, 1592](#); [2005, 1576](#); [2011, 2981](#); [2015, 73](#); [2017, 1436](#))

NRS 383.021 Office of Historic Preservation: Creation; duties; inclusion of Comstock Historic District Commission. [Effective July 1, 2018.]

1. The Office of Historic Preservation is hereby created.
2. The Office shall:
 - (a) Encourage, plan and coordinate historic preservation and archeological activities within the State, including programs to survey, record, study and preserve or salvage cultural resources.
 - (b) Carry out the provisions of [NRS 383.440](#).
 - (c) Compile and maintain an inventory of cultural resources in Nevada deemed significant by the Administrator.
 - (d) Designate repositories for the materials that comprise the inventory.
 - (e) Provide staff assistance to the Commission.
 - (f) Assist the State Public Works Division of the Department of Administration in conducting the evaluation required by [NRS 701B.925](#) with respect to a building that is at least 50 years old, including, without limitation, making a recommendation regarding the use of an alternative to window replacement based upon whether the use of the alternative is consistent with the goal of historic preservation.
3. An Indian tribe may be designated as a repository to receive prehistoric native Indian human remains or funerary objects pursuant to paragraph (d) of subsection 2 if agreed to by the Indian tribe.
4. The Comstock Historic District Commission is within the Office.
(Added to NRS by [1977, 1357](#); A [1985, 716](#); [1989, 504](#); [1993, 1592](#); [2005, 1576](#); [2011, 2981](#); [2015, 73](#); [2017, 1436](#), [3543](#), effective July 1, 2018)

NRS 383.031 Administrator: Qualifications. The Administrator of the Office:

1. Must be selected by the Director with special reference to his or her training, experience, capacity and interest in historic preservation or archeology, or both.

2. Must have an advanced degree in history, archeology, architectural history, historic preservation or a related field or in public administration with course work and experience in one of the fields of historic preservation and archeology.

(Added to NRS by [1977, 1357](#); A [1985, 418](#); [1993, 1592](#))

NRS 383.041 Administrator: Duties; employment of personnel. The Administrator, subject to administrative supervision by the Director, is responsible for carrying out all provisions of law relating to the functions of the Office. The Administrator may employ, within the limits of available money, any clerical and operational personnel necessary for the administration of the Office.

(Added to NRS by [1977, 1357](#); A [1993, 1592](#))

NRS 383.075 Stewardship program: Establishment; selection, training and certification of volunteers; powers of program; coordination of activities with other entities; administrative services; acceptance of gifts and grants.

1. The Administrator shall, by regulation, establish a stewardship program to:

(a) Protect cultural resources located on public land in this State;

(b) Increase public awareness of the significance and value of cultural resources and the damage done to cultural resources by an act of vandalism;

(c) Discourage acts of vandalism and the unlawful sale and trade of artifacts, including, without limitation, archeological and paleontological materials;

(d) Support and encourage improved standards for investigating and researching cultural resources in this State;

(e) Promote cooperation among governmental agencies, organizations, private industries, Native American tribes and persons who wish to protect cultural resources and enter into agreements with those agencies, organizations, private industries, Native American tribes and persons to promote the protection of cultural resources; and

(f) Increase the inventory of cultural resources maintained pursuant to [NRS 383.021](#).

2. The Administrator shall select, train and certify volunteers to serve in the stewardship program based upon the requirements established by the Administrator.

3. The stewardship program may:

(a) In cooperation with governmental agencies, organizations, private industries, Native American tribes and persons specified in paragraph (e) of subsection 1, submit a proposed list to the Administrator for approval setting forth any sites that are or may include cultural resources located on public land in this State;

(b) Schedule periodic monitoring activities by volunteers of sites included on the list approved pursuant to paragraph (a);

(c) Establish requirements for reporting any act of vandalism to appropriate authorities as determined by the Administrator; and

(d) Establish programs for educating the members of the public concerning the significance and value of cultural resources and the loss to the members of the public resulting from damage to cultural resources.

4. The Administrator shall coordinate the activities of federal agencies, private industries, Native American tribes and state and local governmental agencies, as necessary, to carry out the stewardship program.

5. The Administrator and the Office shall provide administrative services to assist in carrying out the stewardship program.

6. Volunteers selected for the stewardship program serve without compensation and are not entitled to receive any per diem allowance or travel expenses.

7. The Administrator may accept gifts, grants, donations or contributions from any source to assist the Administrator in carrying out the stewardship program.

8. As used in this section, "act of vandalism" means to damage, destroy or commit or threaten to commit any other act that defaces or harms any cultural resources without the consent of the owner or appropriate governmental agency, including, without limitation, inscribing, marking, etching, scratching, drawing, painting on or affixing to the cultural resources any mark, figure or design.

(Added to NRS by [2005, 1575](#))

NRS 383.081 Preparation and contents of plan for statewide historic preservation; federal financial assistance.

1. The Administrator shall prepare and maintain a comprehensive statewide historic preservation plan. The plan must contain:

(a) An evaluation of the needs for preservation of historic sites;

(b) A program for carrying out the plan; and

(c) Other information which the Administrator determines to be necessary.

2. The plan must:

(a) Take into account relevant federal resources and programs; and

(b) Be correlated insofar as practicable with other state, regional and local plans.

3. The Administrator, subject to approval by the Director, may represent and act for the State in dealing with the Federal Government or any of its agencies, instrumentalities or officers for the purposes of receiving financial assistance for planning, acquisition or development of historic preservation projects pursuant to the provisions of federal law.

4. The Administrator, subject to approval by the Director, may administer and disburse to other state agencies, political subdivisions, eleemosynary organizations, nonprofit organizations and private persons and enterprises money paid by the Federal Government to the State of Nevada as financial assistance for planning, acquisition or development of historic preservation projects, and the Administrator shall, on behalf of the State, keep such records as the Federal Government prescribes and as will facilitate an effective audit, including records which fully disclose:

(a) The amount and the disposition by the State of the proceeds of that assistance;

(b) The total cost of the project or undertaking in connection with such assistance as given or used; and

(c) The amount and nature of that portion of the cost of the project or undertaking supplied by other sources.

5. Authorized representatives of the Federal Government have access for the purpose of audit and examination to any books, documents, papers and records of the State that are pertinent to financial assistance received by the State pursuant to federal law for planning, acquisition or development of historic preservation projects.

(Added to NRS by [1977, 1358](#); A [1979, 159](#))

NRS 383.085 State Register of Historic Places.

1. The Office shall prepare and maintain the State Register of Historic Places.

2. The Office shall establish procedures, qualifications and standards for listing historic places in the State Register.

3. The Office shall prepare a list of eligible sites, structures, objects and districts on public and private land.

4. The Administrator may, by agreement with the appropriate state agency or private owner, place any site, structure, object or district which is located on state or private land in the State Register. The Administrator may by agreement with the appropriate federal agency place any site, structure, object or district which is located on federal land in the State Register.

(Added to NRS by [1979, 272](#); A [1993, 1593](#))

NRS 383.091 Program for historical markers.

1. The Administrator shall:

(a) Establish the qualifications and standards for a historical markers program, designate and make an inventory of qualified sites on both public and privately owned lands, and place and maintain historical markers on all public lands and all private lands when the owner consents.

(b) Establish a state historical marker registry system.

(c) Consult with the Nevada Historical Society to determine the content of the legend on all markers. The Nevada Historical Society has the final authority to determine the content of any legend.

(d) Solicit the cooperation of owners of private property for the installation of historical markers on eligible properties and structures in order that they may be included in the State Historical Marker Registry.

(e) Except as otherwise provided in subsection 3, install, maintain and protect all registered historical markers.

2. The Administrator may contract with, or cooperate with, public or private agencies for suitable markers and directional signs, including signs on highways and roads, at the site of, or on the approaches to, registered historical markers. The contracts may include provisions for the installation, maintenance and protection of the markers.

3. When the owner of private property consents to the placement by a nonprofit organization of a historical marker in or on a structure located on his or her property, the owner shall be deemed to have consented to the maintenance of the historical marker in or on the structure for as long as the structure remains standing unless the owner notifies the nonprofit organization and requests the organization to remove the historical marker. The owner shall notify any person to whom he or she sells or otherwise transfers ownership of the structure of the duty to maintain the historical marker. The purchaser of a structure in or on which a historical marker has been placed by a nonprofit organization shall maintain the historical marker on the structure for as long as he or she owns the structure and shall notify any person to whom he or she sells or otherwise transfers ownership of the structure of the duty to maintain the historical marker unless the purchaser notifies the nonprofit organization and requests the organization to remove the historical marker. If the structure in or on which a historical marker is placed by a nonprofit organization is renovated or remodeled in such a manner as to require the removal of the historical marker, the owner shall ensure that the marker is reattached to the structure in the same place or in a place of similar prominence as soon as practicable after the completion of the renovation or remodeling project.

(Added to NRS by [1977, 1358](#); A [1997, 3127](#))

NRS 383.101 Grants, gifts and donations; payment for services rendered. The Administrator, subject to the approval of the Director, may:

1. Apply for grants, gifts and donations from public and private sources, including the Federal Government.

2. Receive money from public and private sources in payment for services rendered.

(Added to NRS by [1977, 1358](#); A [1979, 618](#))

NRS 383.111 Contracts: Historic preservation and archeological activities; expenses for overhead.

1. The Administrator, subject to the approval of the Director, may negotiate contracts for:

(a) Historic preservation activities.

(b) Archeological activities.

2. Any contract for services may include a charge sufficient to cover overhead expenses.

(Added to NRS by [1977, 1358](#))

NRS 383.121 Intergovernmental cooperation required; notice to Office; notice of requirements to private contractors. [Effective through June 30, 2018.]

1. All departments, commissions, boards and other agencies of the State and its political subdivisions shall cooperate with the Office in order to salvage or preserve historic, prehistoric or paleoenvironmental evidence located on property owned or controlled by the United States, the State of Nevada or its political subdivisions.

2. When any agency of the State or its political subdivisions is preparing or has contracted to excavate or perform work of any kind on property owned or controlled by the United States, the State of Nevada or its political subdivisions which may endanger historic, prehistoric or paleoenvironmental evidence found on the property, or when any artifact, site or other historic or prehistoric evidence is discovered in the course of such excavation or work, the agency or the contractor hired by the agency shall notify the Office and cooperate with the Office to the fullest extent practicable, within the appropriations available to the agency or political subdivision for that purpose, to preserve or permit study of such evidence before its destruction, displacement or removal.

3. The provisions of this section must be made known to all private contractors performing such excavation or work for any agency of the State or its political subdivisions.

(Added to NRS by [1977, 1359](#); A [1993, 1593](#))

NRS 383.121 Intergovernmental cooperation required; notice to Office; procedure for notice to and consultation with Indian tribes and development of resolution relating to prehistoric native Indian human remains and funerary objects on property; notice of requirements to private contractors. [Effective July 1, 2018.]

1. All departments, commissions, boards and other agencies of the State and its political subdivisions shall cooperate with the Office in order to salvage or preserve historic, prehistoric or paleoenvironmental evidence located on property owned or controlled by the United States, the State of Nevada or its political subdivisions. The Office shall consult with Indian tribes in order to salvage or preserve prehistoric native Indian human remains or funerary objects located on such property.

2. Except as otherwise provided in subsection 10, when any agency of the State or its political subdivisions is preparing or has contracted to excavate or perform work of any kind on property owned or controlled by the United States, the State of Nevada or its political subdivisions which may endanger historic, prehistoric or paleoenvironmental evidence found on the property, or when any artifact, site or other historic or prehistoric evidence is discovered in the course of such excavation or work, the agency or the contractor hired by the agency shall notify the Office and cooperate with the Office to the fullest extent practicable, within the appropriations available to the agency or political subdivision for that purpose, to preserve or permit study of such evidence before its destruction, displacement or removal.

3. Upon receiving notice pursuant to subsection 2 of the potential endangerment of or the discovery of prehistoric native Indian human remains or a funerary object, the Office shall immediately notify, in writing, and initiate consultation with any Indian tribe:

- (a) Who is or is likely to be culturally affiliated with the prehistoric native Indian human remains or funerary object;
- (b) On whose aboriginal lands the prehistoric native Indian human remains or funerary object was discovered; or
- (c) Who is reasonably known to have a direct cultural relationship to the prehistoric native Indian human remains or funerary object.

4. The written notice must include a proposed time and place for the consultation with the Office.

5. Except as otherwise provided in subsection 6, within 10 days after the notice is given by the Office, the Office shall consult with the Indian tribe which has the closest cultural affiliation to the prehistoric native Indian human remains or funerary object as determined by the Office.

6. Failure of an Indian tribe to respond within 10 days after notice has been given to the Indian tribe pursuant to subsection 3 shall be deemed a waiver of the requirement for consultation with the Indian tribe.

7. After the period for consultation described in subsection 5, the Office shall, to the fullest extent practicable, within the appropriations available to the agency of the State or its political subdivision described in subsection 2, develop a resolution for the affected property that is consistent with the standard of preservation described in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation as set forth in 48 Federal Register 44716 on September 29, 1983, and any amendments thereto.

8. The provisions of this section must be made known to all private contractors performing such excavation or work for any agency of the State or its political subdivisions.

9. The provisions of subsections 3 to 7, inclusive, do not apply to an agency of the State or its political subdivisions, with respect to prehistoric native Indian human remains or funerary objects, if the preparation or contract to excavate or perform work described in subsection 2 is subject to an existing agreement with:

(a) The closest culturally affiliated Indian tribe that relates to the discovery of prehistoric native Indian human remains or a funerary object; or

(b) A federal agency that was executed pursuant to federal law and that relates to the discovery of prehistoric native Indian human remains or a funerary object.

10. The requirements set forth in [NRS 383.150](#) to [383.180](#), inclusive, apply if an Indian burial site, as defined in [NRS 383.150](#), is disturbed.

(Added to NRS by [1977, 1359](#); A [1993, 1593](#); [2017, 3543](#), effective July 1, 2018)

NRS 383.123 Exception to requirements for notice to and consultation with Indian tribes. [Effective July 1, 2018.]

Notwithstanding any provision of this chapter to the contrary, the Office is not required to provide notice to or consult with an Indian tribe as required pursuant to this chapter if the Office provides such notice to or consultation with the Indian tribe pursuant to federal law.

(Added to NRS by [2017, 3542](#), effective July 1, 2018)

NRS 383.125 Programs by certain nonprofit organizations to raise money to benefit historic places; prohibitions; regulations.

1. A nonprofit organization that has as its primary purpose the raising of money to benefit historic places in this State that are listed in the State Register of Historic Places or the National Register of Historic Places, or programs conducted pursuant thereto, may, with the approval of the Administrator, engage in a program to raise money to benefit such a historic place or program pursuant to which a donor of money is allowed to name such a historic place, or any portion thereof, that receives any part of its funding from or through this State.

2. The Administrator shall not approve a program pursuant to which a donor is allowed to rename a historic place or any portion thereof.

3. The Administrator may adopt such regulations as he or she determines are necessary to carry out the provisions of this section.

(Added to NRS by [2001, 1653](#))

PROTECTION OF INDIAN BURIAL SITES AND HISTORIC AND PREHISTORIC SITES

Protection of Indian Burial Sites

NRS 383.150 Definitions. [Effective through June 30, 2018.] As used in [NRS 383.150](#) to [383.190](#), inclusive, unless the context otherwise requires:

1. "Cairn" means stones or other material placed in a pile as a memorial or monument to the dead.

2. "Grave" means an excavation for burial of a human body.

3. "Indian burial site" means the area including and immediately surrounding the cairn or grave of a native Indian.

4. "Indian tribe" means a Nevada Indian tribe recognized by the Secretary of the Interior.

5. "Professional archeologist" means a person who holds a graduate degree in archeology, anthropology or a closely related field as determined by the Administrator.

(Added to NRS by [1989, 573](#))

NRS 383.150 Definitions. [Effective July 1, 2018.] As used in [NRS 383.150](#) to [383.190](#), inclusive, unless the context otherwise requires:

1. "Cairn" means stones or other material placed in a pile as a memorial or monument to the dead.

2. "Funerary object" has the meaning ascribed to it in [NRS 381.001](#).

3. "Grave" means an excavation for burial of a human body.

4. "Indian burial site" means the area including and immediately surrounding the cairn or grave of a native Indian.

5. "Nondestructive analysis" means analysis performed using scientific or technological techniques to evaluate the properties of a material, component or system without causing damage.

6. "Professional archeologist" means a person who holds a graduate degree in archeology, anthropology or a closely related field as determined by the Administrator.

(Added to NRS by [1989, 573](#); A [2017, 3545](#), effective July 1, 2018)

NRS 383.160 Duties of Office of Historic Preservation. [Effective through June 30, 2018.] The Office shall:

1. Upon application by:

(a) An interested landowner, assist the landowner in negotiating an agreement with an Indian tribe for the treatment and disposition of an Indian burial site and any artifacts and human remains associated with the site; and

(b) Either party, mediate a dispute arising between a landowner and an Indian tribe relating to the treatment and disposition of an Indian burial site and any artifacts and human remains associated with the site.

2. In performing its duties pursuant to [NRS 383.150](#) to [383.190](#), inclusive, endeavor to:

(a) Protect Indian burial sites and any associated artifacts and human remains from vandalism and destruction; and

(b) Provide for the sensitive treatment and disposition of Indian burial sites and any associated artifacts and human remains consistent with the planned use of land.

(Added to NRS by [1989, 575](#); A [1993, 1593](#))

NRS 383.160 Duties of Office of Historic Preservation. [Effective July 1, 2018.] The Office shall:

1. Upon application by:

(a) An interested landowner, assist the landowner in contacting the Indian tribe which has the closest cultural affiliation to an Indian burial site and any artifacts and human remains associated with the site so that the landowner may directly consult with the Indian tribe, if any, concerning the treatment and disposition of the Indian burial site and any artifacts and human remains associated with the site; and

(b) Either party, mediate a dispute arising between a landowner and an Indian tribe relating to the treatment and disposition of an Indian burial site and any artifacts and human remains associated with the site.

2. In performing its duties pursuant to [NRS 383.150](#) to [383.190](#), inclusive, endeavor to:

(a) Protect Indian burial sites and any associated artifacts and human remains from excavation, vandalism and destruction; and

(b) In consultation with the closest culturally affiliated Indian tribe, provide for the sensitive treatment and disposition of Indian burial sites and any associated artifacts and human remains consistent with the planned use of land.

3. Determine which Indian tribe has the closest cultural affiliation to the Indian burial site and any artifacts and human remains associated with the site.

(Added to NRS by [1989, 575](#); A [1993, 1593](#); [2017, 3545](#), effective July 1, 2018)

NRS 383.170 Procedure upon discovery of Indian burial site; permissible excavation. [Effective through June 30, 2018.]

1. A person who disturbs the cairn or grave of a native Indian through inadvertence while engaged in a lawful activity such as construction, mining, logging or farming or any other person who discovers the cairn or grave of a native Indian that has not been previously reported to the Office shall immediately report the discovery and the location of the Indian burial site to the Office. The Office shall immediately consult with the Nevada Indian Commission and notify the appropriate Indian tribe. The Indian tribe may, with the permission of the landowner, inspect the site and recommend an appropriate means for the treatment and disposition of the site and all artifacts and human remains associated with the site.

2. If the Indian burial site is located on private land and:

(a) The Indian tribe fails to make a recommendation within 48 hours after it receives notification pursuant to subsection 1; or

(b) The landowner rejects the recommendation and mediation conducted pursuant to [NRS 383.160](#) fails to provide measures acceptable to the landowner;

↪ the landowner shall, at his or her own expense, reinter with appropriate dignity all artifacts and human remains associated with the site in a location not subject to further disturbance.

3. If the Indian burial site is located on public land and action is necessary to protect the burial site from immediate destruction, the Office may cause a professional archeologist to excavate the site and remove all artifacts and human remains associated with the site for subsequent reinterment, following scientific study, under the supervision of the Indian tribe.

4. Any other excavation of an Indian burial site may be conducted only:

(a) By a professional archeologist;

(b) After written notification to the Administrator; and

(c) With the prior written consent of the appropriate Indian tribe. Failure of a tribe to respond to a request for permission within 60 days after its mailing by certified mail, return receipt requested, shall be deemed consent to the excavation.

↪ All artifacts and human remains removed during such an excavation must, following scientific study, be reinterred under the supervision of the Indian tribe, except that the Indian tribe may, by explicit written consent, authorize the public display of a particular artifact. The archeologist, Indian tribe and landowner shall negotiate an agreement to determine who will pay the expenses related to the interment.

(Added to NRS by [1989, 574](#); A [1993, 928, 1594](#); [1995, 579](#))

NRS 383.170 Procedure upon discovery of Indian burial site; permissible excavation; treatment of prehistoric native Indian human remains and funerary objects; exceptions. [Effective July 1, 2018.]

1. Except as otherwise provided in subsections 2 and 3:

(a) A person who disturbs the cairn or grave of a native Indian through inadvertence while engaged in a lawful activity such as construction, mining, logging or farming or any other person who discovers the cairn or grave of a native Indian that has not been previously reported to the Office shall immediately report the discovery and the location of the Indian burial site to the Office.

(b) Upon receiving a report pursuant to paragraph (a), the Office shall immediately notify, in writing, and initiate consultation with any Indian tribe:

(1) Who is or is likely to be culturally affiliated with the Indian burial site;

(2) On whose aboriginal lands the Indian burial site was discovered; or

(3) Who is reasonably known to have a direct cultural relationship to the Indian burial site.

(c) The written notice must include a proposed time and place for the consultation with the Office.

(d) Except as otherwise provided in paragraph (e), within 10 days after the notice is given by the Office, the landowner shall consult with the Indian tribe which has the closest cultural affiliation to the Indian burial site, as determined by the Office, concerning the treatment and disposition of the site and all artifacts and human remains associated with the site. The Indian tribe may, with the permission of the landowner, inspect the site. Within 10 days after the inspection, if any, the Indian tribe may recommend an appropriate means for the treatment and disposition of the site and all artifacts and human remains associated with the site. Those recommendations may include, without limitation, that any human remains or artifacts associated with the site are:

(1) Preserved in place;

(2) Reinterred at another location that is determined in consultation with the Indian tribe which has the closest cultural affiliation to the human remains or artifacts associated with the site; or

(3) Returned to the closest culturally affiliated Indian tribe, in accordance with the repatriation process adopted pursuant to [NRS 383.440](#), if a request for repatriation is made.

↪ Within 10 days after receiving the recommendations, if any, for the treatment and disposition of the site and all artifacts and human remains associated with the site, the landowner may appeal the recommendations to the Office.

(e) Failure of an Indian tribe to respond within 10 days after notice has been given to the Indian tribe pursuant to paragraph (b) shall be deemed a waiver of the requirement for consultation with the Indian tribe.

(f) If the Indian burial site is located on private land and:

(1) The Office fails to identify the closest culturally affiliated Indian tribe or consultation with the closest culturally affiliated Indian tribe is waived pursuant to paragraph (e); or

(2) The landowner rejects the recommendation made pursuant to paragraph (d) and mediation conducted pursuant to [NRS 383.160](#) fails to provide measures acceptable to the landowner,

↪ the landowner shall, at his or her own expense, reinter with appropriate dignity all artifacts and human remains associated with the site in a location not subject to further disturbance.

(g) If the Indian burial site is located on public land and action is necessary to protect the burial site from immediate destruction, the Office may cause a professional archeologist to excavate the site and remove all artifacts and human remains associated with the site for subsequent reinterment, under the supervision of the closest culturally affiliated Indian tribe, if any.

(h) Any other excavation of an Indian burial site may be conducted only:

(1) By a professional archeologist;

(2) After written notification to the Administrator; and

(3) With the prior written consent of the closest culturally affiliated Indian tribe, if any. Failure of an Indian tribe to respond to a request for permission within 60 days after its mailing by certified mail, return receipt requested, shall be deemed consent to the excavation.

↪ All artifacts and human remains removed during such an excavation must be reinterred under the supervision of the closest culturally affiliated Indian tribe, if any, except that the Indian tribe may, by explicit written consent, authorize the public display of a particular artifact if the public display is respectful, as determined in consultation with the Indian tribe. The archeologist, closest culturally affiliated Indian tribe, if any, and landowner shall negotiate an agreement to determine who will pay the expenses related to the interment.

(i) The Office shall determine which Indian tribe has the closest cultural affiliation to an Indian burial site and all artifacts and human remains associated with the site.

(j) Prehistoric native Indian human remains or funerary objects discovered at an Indian burial site:

(1) Must not be subjected to scientific study unless the Office reasonably determines that scientific study is necessary for the limited purpose of determining which Indian tribe has the closest cultural affiliation to the prehistoric native Indian human remains or funerary objects; and

(2) Must not be separated when the prehistoric native Indian human remains and funerary objects are reinterred.

(k) Nondestructive analysis on any other artifacts removed from an Indian burial site may be conducted only with the explicit written consent of the closest culturally affiliated Indian tribe, if any.

2. The provisions of subsection 1 do not apply, with respect to prehistoric Indian burial sites, to a permit issued pursuant to [NRS 381.196](#).

3. The provisions of subsection 1 do not apply, with respect to prehistoric native Indian human remains or funerary objects, if the person who disturbed the cairn or grave of a native Indian through inadvertence while engaged in a lawful activity is subject to an existing agreement with:

(a) The closest culturally affiliated Indian tribe that relates to the discovery of prehistoric native Indian human remains or a funerary object; or

(b) A federal agency that was executed pursuant to federal law and that relates to the discovery of prehistoric native Indian human remains or a funerary object.

(Added to NRS by [1989, 574](#); A [1993, 928, 1594](#); [1995, 579](#); [2017, 3545](#), effective July 1, 2018)

NRS 383.180 Prohibited acts; penalties; exceptions. [Effective through June 30, 2018.]

1. Except as otherwise provided in [NRS 383.170](#), a person who willfully removes, mutilates, defaces, injures or destroys the cairn or grave of a native Indian is guilty of a gross misdemeanor and shall be punished by a fine of \$500 for the first offense, or by a fine of not more than \$3,000 for a second or subsequent offense, and may be further punished by imprisonment in the county jail for not more than 364 days.

2. A person who fails to notify the Office of the discovery and location of an Indian burial site in violation of [NRS 383.170](#) is guilty of a gross misdemeanor and shall be punished by a fine of \$500 for the first offense, or by a fine of not more than \$1,500 for a second or subsequent offense, and may be further punished by imprisonment in the county jail for not more than 364 days.

3. A person who:

(a) Possesses any artifact or human remains taken from the cairn or grave of a native Indian on or after October 1, 1989, in a manner other than that authorized by [NRS 383.170](#);

(b) Publicly displays or exhibits any of the human remains of a native Indian, except during a funeral ceremony; or

(c) Sells any artifact or human remains taken from the cairn or grave of a native Indian,

↪ is guilty of a category D felony and shall be punished as provided in [NRS 193.130](#).

4. This section does not apply to:

(a) The possession or sale of an artifact:

(1) Discovered in or taken from a location other than the cairn or grave of a native Indian; or

(2) Removed from the cairn or grave of a native Indian by other than human action; or

(b) Action taken by a peace officer in the performance of his or her duties.

(Added to NRS by [1989, 574](#); A [1993, 929](#); [1995, 1271](#); [2013, 983](#))

NRS 383.180 Prohibited acts; penalties; exceptions. [Effective July 1, 2018.]

1. Except as otherwise provided in [NRS 383.170](#), a person who willfully removes without obtaining any required permit, mutilates, defaces, injures or destroys the cairn or grave of a native Indian is guilty of a gross misdemeanor and shall be:

(a) Punished by a fine of \$2,000 for the first offense, or by a fine of not more than \$4,500 for a second or subsequent offense, and may be further punished by imprisonment in the county jail for not more than 364 days; and

(b) Ordered to pay for the costs to reinter with appropriate dignity all artifacts and human remains associated with the cairn or grave.

2. A person who fails to notify the Office of the discovery and location of an Indian burial site in violation of [NRS 383.170](#) is guilty of a gross misdemeanor and shall be punished by a fine of \$500 for the first offense, or by a fine of not more than \$1,500 for a second or subsequent offense, and may be further punished by imprisonment in the county jail for not more than 364 days.

3. A person who:

(a) Possesses any artifact or human remains taken from the cairn or grave of a native Indian on or after October 1, 1989, in a manner other than that authorized by [NRS 383.170](#);

(b) Publicly displays or exhibits any of the human remains of a native Indian, except during a funeral ceremony; or

(c) Sells any artifact or human remains taken from the cairn or grave of a native Indian, is guilty of a category D felony and shall be punished as provided in [NRS 193.130](#).

4. This section does not apply to:

(a) The possession or sale of an artifact;

(1) Discovered in or taken from a location other than the cairn or grave of a native Indian; or

(2) Removed from the cairn or grave of a native Indian by other than human action; or

(b) Action taken by a peace officer in the performance of his or her duties.

(Added to NRS by [1989, 574](#); A [1993, 929](#); [1995, 1271](#); [2013, 983](#); [2017, 3548](#), effective July 1, 2018)

NRS 383.190 Civil remedy.

1. In addition to the imposition of any criminal penalty, an Indian tribe or an enrolled member of an Indian tribe may bring a civil action to secure an injunction, damages and other appropriate relief against a person who violates [NRS 383.170](#) or [383.180](#). The action must be brought within 2 years after the discovery of the action by the plaintiff. The action may be filed in the district court for the county in which the cairn, grave, artifacts or remains are located, or within which the defendant resides.

2. If the plaintiff prevails in the action:

(a) The court may award reasonable attorney fees to the plaintiff.

(b) The court may grant injunctive or such other equitable relief as is appropriate, including forfeiture of any artifacts or human remains acquired or equipment used in the violation. The court shall order the disposition of any forfeited equipment as it sees fit, and order the reinterment of the artifacts and human remains at the defendant's expense under the supervision of the Indian tribe.

(c) The plaintiff may recover actual damages.

3. If the defendant prevails in the action, the court may award reasonable attorney fees to the defendant.

(Added to NRS by [1989, 575](#))

Protection of Historic and Prehistoric Sites

NRS 383.400 Definitions. As used in [NRS 383.400](#) to [383.440](#), inclusive, unless the context otherwise requires, the words and terms defined in [NRS 383.405](#) to [383.425](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by [2005, 569](#))

NRS 383.405 "Historic site" defined. "Historic site" has the meaning ascribed to it in [NRS 381.195](#).

(Added to NRS by [2005, 569](#))

NRS 383.410 "Political subdivision" defined. "Political subdivision" means a county, city, irrigation district or any other local government as defined in [NRS 354.474](#).

(Added to NRS by [2005, 569](#))

NRS 383.415 "Prehistoric site" defined. "Prehistoric site" has the meaning ascribed to it in [NRS 381.195](#).

(Added to NRS by [2005, 569](#))

NRS 383.420 "State agency" defined. "State agency" means the State of Nevada or any board, commission, department, division or other public agency of this State.

(Added to NRS by [2005, 569](#))

NRS 383.425 "State land" defined. "State land" means land that is owned by or under the control of a state agency or political subdivision.

(Added to NRS by [2005, 569](#))

NRS 383.430 Office of Historic Preservation authorized to enter into agreement with state agency or political subdivision regarding acquisition of land from Federal Government; requirements of agreement; submission of information to Office required for changes to use of land or new project on land. [Effective through June 30, 2018.]

1. Upon request by any state agency or political subdivision, the Office may enter into an agreement with that state agency or political subdivision regarding any land which the state agency or political subdivision intends to acquire from an agency of the Federal Government. The agency of the Federal Government may be a party to the agreement.

2. An agreement made pursuant to subsection 1 must:

(a) Include provisions that are sufficient to ensure that the land, when acquired, will receive protection for any historic or prehistoric site at a level equivalent to the protection provided if the land had remained under federal ownership;

(b) Require the state agency or political subdivision to submit a proposal and consult with the Office before changing the use of the land or initiating a project on any portion of the land; and

(c) Require that any expenses associated with carrying out the agreement are the responsibility of the state agency or political subdivision.

3. If a state agency or political subdivision submits a proposal to change the use of the land or initiate a project on any portion of the land pursuant to paragraph (b) of subsection 2, the state agency or political subdivision shall:

(a) Provide to the Office a written statement:

(1) Identifying any Indian tribes that may be concerned with the religious or cultural importance of the site and other interested persons for inclusion in the consultation required pursuant to paragraph (b) of subsection 2;

(2) Identifying any historic or prehistoric sites in accordance with the requirements of the Office for recording and reporting for those sites;

- (3) Evaluating any historic or prehistoric sites for inclusion in the State Register of Historic Places, including any text excavations or other research;
 - (4) Evaluating the effect of the change in use of the land or the project on a historic or prehistoric site that is eligible for inclusion in the State Register of Historic Places; and
 - (5) Evidencing the preparation and carrying out of treatment plans that comply with the requirements of the Office for those plans; and
- (b) Any other information relating to the proposed change of use required by the Office.
(Added to NRS by [2005, 569](#))

NRS 383.430 Office of Historic Preservation authorized to enter into agreement with state agency, political subdivision or Indian tribe regarding acquisition of land from Federal Government; requirements of agreement; submission of information to Office required for changes to use of land or new project on land. [Effective July 1, 2018.]

1. Upon request by any state agency or political subdivision, the Office may enter into an agreement with that state agency or political subdivision regarding any land which the state agency or political subdivision intends to acquire from an agency of the Federal Government. The agency of the Federal Government may be a party to the agreement. If the land includes any prehistoric native Indian human remains or funerary objects, the Indian tribe which has the closest cultural affiliation to the prehistoric native Indian human remains or funerary objects may request that the Office enter into such an agreement.

2. An agreement made pursuant to subsection 1 must:

(a) If the agreement involves land that includes any prehistoric native Indian human remains or funerary objects, include the Indian tribe which has the closest cultural affiliation to the prehistoric native Indian human remains or funerary objects, if any, as a party to the agreement;

(b) Include provisions that are sufficient to ensure that the land, when acquired, will receive protection for any historic or prehistoric site at a level equivalent to the protection provided if the land had remained under federal ownership;

(c) Require the state agency or political subdivision to submit a proposal and consult with the Office before changing the use of the land or initiating a project on any portion of the land; and

(d) Require that any expenses associated with carrying out the agreement are the responsibility of the state agency or political subdivision.

3. If a state agency or political subdivision submits a proposal to change the use of the land or initiate a project on any portion of the land pursuant to paragraph (c) of subsection 2, the state agency or political subdivision shall:

(a) Provide to the Office a written statement:

(1) Identifying any Indian tribes that may be concerned with the religious or cultural importance of the site and other interested persons for inclusion in the consultation required pursuant to paragraph (c) of subsection 2;

(2) Identifying any historic or prehistoric sites in accordance with the requirements of the Office for recording and reporting for those sites;

(3) Evaluating any historic or prehistoric sites for inclusion in the State Register of Historic Places, including any text excavations or other research;

(4) Evaluating the effect of the change in use of the land or the project on a historic or prehistoric site that is eligible for inclusion in the State Register of Historic Places; and

(5) Evidencing the preparation and carrying out of treatment plans that comply with the requirements of the Office for those plans; and

(b) Any other information relating to the proposed change of use required by the Office.

4. The Office shall determine which Indian tribe has the closest cultural affiliation to the prehistoric native Indian human remains or funerary objects.

(Added to NRS by [2005, 569](#); A [2017, 3548](#), effective July 1, 2018)

NRS 383.435 Prohibited acts; penalties; exceptions; civil remedy. [Effective through June 30, 2018.]

1. Except as otherwise provided in this section, a person who knowingly and willfully removes, mutilates, defaces, excavates, injures or destroys a historic or prehistoric site or resource on state land or who receives, traffics in or sells cultural property appropriated from state land without a valid permit, unless a greater penalty is provided by a specific statute:

(a) For a first offense, is guilty of a misdemeanor and shall be punished by a fine of \$500.

(b) For a second or subsequent offense, is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 364 days or by a fine of not more than \$3,000, or by both fine and imprisonment.

2. This section does not apply to any action taken:

(a) In accordance with an agreement with the Office entered into pursuant to [NRS 383.430](#); or

(b) In accordance with the provisions of [NRS 381.195](#) to [381.227](#), inclusive, by the holder of a permit issued pursuant to those sections.

3. In addition to any other penalty, a person who violates a provision of this section is liable for civil damages to the state agency or political subdivision which has jurisdiction over the state land in an amount equal to the cost or, in the discretion of the court, an amount equal to twice the cost of the restoration, stabilization and interpretation of the site plus any court costs and fees.

(Added to NRS by [2005, 570](#); A [2013, 983](#))

NRS 383.435 Prohibited acts; penalties; exceptions; civil remedy. [Effective July 1, 2018.]

1. Except as otherwise provided in this section, a person who knowingly and willfully removes, mutilates, defaces, excavates, injures or destroys a historic or prehistoric site or resource on state land or who receives, traffics in or sells cultural property appropriated from state land without a valid permit, unless a greater penalty is provided by a specific statute:

(a) For a first offense, is guilty of a misdemeanor and shall be punished by a fine of \$1,000.

(b) For a second or subsequent offense, is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 364 days or by a fine of not more than \$3,500, or by both fine and imprisonment.

2. This section does not apply to any action taken:

(a) In accordance with an agreement with the Office entered into pursuant to [NRS 383.430](#); or

(b) In accordance with the provisions of [NRS 381.195](#) to [381.227](#), inclusive, by the holder of a permit issued pursuant to those sections.

3. In addition to any other penalty, a person who violates a provision of this section is liable for civil damages to the state agency or political subdivision which has jurisdiction over the state land in an amount equal to the cost or, in the discretion of the court, an amount equal to twice the cost of the restoration, stabilization and interpretation of the site plus any court costs and fees.

(Added to NRS by [2005, 570](#); A [2013, 983](#); [2017, 3549](#), effective July 1, 2018)

Miscellaneous Provisions

NRS 383.440 Regulations. [Effective through June 30, 2018.] The Office may adopt regulations to carry out the provisions of [NRS 383.400](#) to [383.440](#), inclusive.

(Added to NRS by [2005, 570](#))

NRS 383.440 Regulations. [Effective July 1, 2018.]

1. The Office may adopt regulations to carry out the provisions of [NRS 383.400](#) to [383.440](#), inclusive.

2. The Office shall adopt regulations as necessary to carry out the provisions of [NRS 383.150](#) to [383.440](#), inclusive, including, without limitation, regulations which set forth the process for repatriation of prehistoric native Indian human remains and funerary objects. The regulations must be developed in consultation with Indian tribes and incorporate the values, beliefs and traditions of the Indian tribes as determined and conveyed by the members of the Indian tribes during the consultation with the Office.

(Added to NRS by [2005, 570](#); A [2017, 3542](#), effective July 1, 2018)

COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION

NRS 383.500 Creation; members; Chair; rules; meetings; quorum; allowances and expenses. [Effective through June 30, 2018.]

1. The Commission for Cultural Centers and Historic Preservation is hereby created. The Commission is advisory to the Department and consists of:

(a) The Chair of the Board of Trustees of Nevada Humanities or a member of the Board of Trustees of Nevada Humanities designated by the Chair;

(b) The Chair of the Board of the Nevada Arts Council of the Department of Tourism and Cultural Affairs or a member of the Board of the Nevada Arts Council designated by the Chair;

(c) The Chair of the Advisory Board or a member of the Advisory Board designated by the Chair;

(d) A member of the Advisory Board appointed by the Governor;

(e) One representative of the general public who has a working knowledge of the promotion of tourism in Nevada appointed by the Governor; and

(f) The Chair of the State Council on Libraries and Literacy or a member of the State Council on Libraries and Literacy designated by the Chair.

2. The Commission shall:

(a) Elect from its membership a Chair who shall serve for a term of 2 years. A vacancy occurring in this position must be filled by election of the members of the Commission for the remainder of the unexpired term.

(b) Prescribe rules for its own management and government.

(c) Meet biannually, or at more frequent times if it deems necessary, and may, within the limitations of its budget, hold special meetings at the call of the Chair.

3. Three members of the Commission constitute a quorum, but a majority of the members of the Commission is necessary to consider particular business before it and to exercise the power conferred on the Commission.

4. The members of the Commission are not entitled to be paid a salary, but are entitled, while engaged in the business of the Commission, to receive the per diem allowance and travel expenses provided for state officers and employees generally.

(Added to NRS by [2015, 70](#); A [2015, 138](#))

NRS 383.500 Creation; members; Chair; rules; meetings; quorum; allowances and expenses. [Effective July 1, 2018.]

1. The Commission for Cultural Centers and Historic Preservation is hereby created. The Commission is advisory to the Department and consists of:

(a) The Chair of the Board of Trustees of Nevada Humanities or a member of the Board of Trustees of Nevada Humanities designated by the Chair;

(b) The Chair of the Board of the Nevada Arts Council of the Department of Tourism and Cultural Affairs or a member of the Board of the Nevada Arts Council designated by the Chair;

(c) The Chair of the Advisory Board or a member of the Advisory Board designated by the Chair;

(d) A member of the Advisory Board appointed by the Governor;

(e) A member of the Advisory Board appointed by the Governor after giving consideration to any recommendation of an enrolled member of a Nevada Indian tribe which is submitted by the Nevada Indian Commission, after consultation with the Inter-Tribal Council of Nevada, Inc., or its successor organization;

(f) One representative of the general public who has a working knowledge of the promotion of tourism in Nevada and who is appointed by the Governor; and

(g) The Chair of the State Council on Libraries and Literacy or a member of the State Council on Libraries and Literacy designated by the Chair.

2. The Commission shall:

(a) Elect from its membership a Chair who shall serve for a term of 2 years. A vacancy occurring in this position must be filled by election of the members of the Commission for the remainder of the unexpired term.

(b) Prescribe rules for its own management and government.

(c) Meet biannually, or at more frequent times if it deems necessary, and may, within the limitations of its budget, hold special meetings at the call of the Chair.

3. Four members of the Commission constitute a quorum, but a majority of the members of the Commission is necessary to consider particular business before it and to exercise the power conferred on the Commission.

4. The members of the Commission are not entitled to be paid a salary, but are entitled, while engaged in the business of the Commission, to receive the per diem allowance and travel expenses provided for state officers and employees generally.

(Added to NRS by [2015, 70](#); A [2015, 138](#); [2017, 3550](#), effective July 1, 2018)

NRS 383.510 Plan for preservation and promotion of cultural resources.

1. The Commission shall maintain, and revise at least once every 2 years, a 10-year plan to:

(a) Preserve and promote Nevada's cultural resources; and

- (b) Develop a network of cultural centers and activities in this State.
 2. The plan must include:
 - (a) A description of the means by which a statewide network of cultural centers and activities is to be developed;
 - (b) A program for awarding financial assistance to pay the actual expenses of preserving or protecting historical buildings to be used to develop a network of cultural centers and activities; and
 - (c) A detailed list of the initial projects to be undertaken.
 3. The plan must be submitted to:
 - (a) The Governor;
 - (b) The Legislative Commission; and
 - (c) The State Board of Examiners.
- (Added to NRS by [2015, 71](#))

NRS 383.520 Program for awarding financial assistance. The Commission may, in establishing the program for awarding financial assistance described in paragraph (b) of subsection 2 of [NRS 383.510](#):

1. Award financial assistance to governmental entities and nonprofit corporations formed for educational or charitable purposes, including, without limitation, the preservation or promotion of cultural resources.

2. Establish the conditions an applicant must satisfy to receive an award of financial assistance. Financial assistance may only be awarded for the actual expense of preserving or protecting historical buildings to be used to develop a network of cultural centers and activities.

3. Specify the criteria by which proposed projects will be judged. The criteria must include, but is not limited to, a consideration of the degree to which a proposed project:

- (a) May become a recurring event without the necessity of future state financial support;
- (b) Will be accessible to the community;
- (c) Will promote tourism in the State;
- (d) Will promote or preserve some historic or prehistoric feature of Nevada;
- (e) Will have multiple uses for many types of cultural organizations;
- (f) Will supplement training in the classroom in the arts and humanities; and
- (g) Incorporates the various disciplines directly associated with cultural resources.

4. Give priority to projects of statewide historical, prehistorical or cultural significance which demonstrate an ability to raise and sustain required amounts of financial support from sources other than the State of Nevada, including donations of goods and services. The ability of a project to raise and sustain support must be weighed against the relative means and abilities of the applicants.

(Added to NRS by [2015, 71](#))

NRS 383.530 Determination of annual amount of financial assistance to be granted by Commission; notice to State Board of Examiners and State Board of Finance; issuance of bonds.

1. The Commission shall determine annually the total amount of financial assistance it will grant from the proceeds of bonds issued pursuant to this section in that calendar year pursuant to [NRS 383.500](#) to [383.540](#), inclusive. The Commission shall notify the State Board of Examiners and the State Board of Finance of that amount.

2. After receiving the notice given pursuant to subsection 1, the State Board of Finance shall issue general obligation bonds of the State of Nevada in the amount necessary to generate the amount to be granted by the Commission from the proceeds of the bonds issued pursuant to this section, to pay the expenses related to the issuance of the bonds and to pay for the administrative services of the Commission. The expenses related to the issuance of bonds pursuant to this section must be paid from the proceeds of the bonds, and must not exceed 2 percent of the face amount of the bonds sold. In no case may the total face amount of the bonds issued pursuant to this section exceed \$3,000,000 per year. No public debt is created, within the meaning of [Section 3 of Article 9](#) of the Nevada Constitution, until the issuance of the bonds.

3. The proceeds from the sale of the bonds authorized by this section, after deducting the expenses relating to the issuance of the bonds, must be deposited with the State Treasurer and credited to the Fund for the Preservation and Promotion of Cultural Resources created by [NRS 383.540](#).

4. The provisions of the State Securities Law, contained in [chapter 349](#) of NRS, apply to the issuance of bonds pursuant to this section.

(Added to NRS by [2015, 72](#); A [2015, 139](#))

NRS 383.540 Fund for the Preservation and Promotion of Cultural Resources.

1. There is hereby created in the State Treasury the Fund for the Preservation and Promotion of Cultural Resources. The Commission is responsible for the administration of the Fund. All money received and held by the State Treasurer for that purpose must be deposited in the Fund. The Commission shall account separately for money received from the proceeds of bonds issued pursuant to [NRS 383.530](#).

2. The Commission may expend money in the Fund only:

(a) For projects identified in the Commission's plan to promote and preserve the State's cultural resources pursuant to [NRS 383.500](#) to [383.540](#), inclusive. In addition to the amount of financial assistance granted from the proceeds of bonds issued pursuant to [NRS 383.530](#), the Commission may grant as financial assistance not more than \$750,000 each calendar year of the interest earned on the deposit or investment of the money in the Fund; and

(b) For any administrative services provided by the Commission. The Commission may not use more than 5 percent of the proceeds from any particular issuance of bonds to pay for the administrative services.

3. The money in the Fund must be invested as the money in other state funds is invested. All interest on the deposit or investment of the money in the Fund must be credited to the Fund.

4. Claims against the Fund must be paid as other claims against the State are paid.

(Added to NRS by [2015, 72](#); A [2015, 140](#))