

**STATE OF NEVADA**  
**Division of State Parks**  
**Recreational Trails Program Project Agreement**

<b>FHWA RECREATION TRAILS PROGRAM, CFDA 20.219</b>																	
Project Sponsor: Washoe County Regional Parks & Open Space	Project Number: 2020-14  Federal Grant Share Source: Z940																
Project Name: Thomas Creek to Ballardini Ranch Connector Trail (Phase 1)																	
Period Covered by Agreement: From: Date of this fully authorized agreement To: 09/30/2022																	
Scope of Work: Washoe County Regional Parks & Open Space will construct approximately 3.5 miles of new, native surface single-track trail connecting two popular, existing trailheads: Thomas Creek and Ballardini Ranch.																	
Total Project Cost: <u>\$50,000</u>	Federal Grant Share: <u>\$40,000</u> <u>80%</u>  Matching Share: <u>\$10,000</u> <u>20%</u>																
The following attachments are hereby incorporated into this agreement: <ul style="list-style-type: none"> <li>• Project scope and budget</li> </ul>																	
<p>This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.</p> <p>The project sponsor agrees to submit quarterly progress reports. Reports must be submitted to the Nevada Division of State Parks on the forms provided by the Division on the dates listed below, in accordance with Nevada's FY 2018 Recreational Trails Program Manual.</p> <p>Requests for reimbursement may be submitted at any time, but must be at least every 9 months after the Notice to Proceed is issued.</p> <p><b>Quarterly Report Due Dates:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">1<sup>st</sup> quarter</td> <td style="width: 35%;">January 1 through March 31</td> <td style="width: 15%;">Report due:</td> <td style="width: 35%;">April 10</td> </tr> <tr> <td>2<sup>nd</sup> quarter</td> <td>April 1 through June 30</td> <td>Report due:</td> <td>July 10</td> </tr> <tr> <td>3<sup>rd</sup> quarter</td> <td>July 1 through September 30</td> <td>Report due:</td> <td>October 10</td> </tr> <tr> <td>4<sup>th</sup> quarter</td> <td>October 1 through December 31</td> <td>Report due:</td> <td>January 10</td> </tr> </table>		1 <sup>st</sup> quarter	January 1 through March 31	Report due:	April 10	2 <sup>nd</sup> quarter	April 1 through June 30	Report due:	July 10	3 <sup>rd</sup> quarter	July 1 through September 30	Report due:	October 10	4 <sup>th</sup> quarter	October 1 through December 31	Report due:	January 10
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The grant recipient shall:

1. Keep detailed records on the particular project.
2. Fully support reimbursement requests with complete documentation of funds spent and match, such as invoices paid, timesheets, wage rates, volunteer documentation and copies of cancelled checks.
3. Forward copies of the documentation to the Division of State Parks with each quarterly reimbursement request for inclusion in the project's permanent file.
4. Provide for accounting procedures necessary to assure proper disbursement and accounting for moneys paid.
5. Base the accounting procedures on generally accepted accounting standards and meet the following minimum requirements unless the Division of State Parks agrees to specific exceptions.
  - a) Establishment of separate accounts and supporting documentation. Each project account should be identified by the number assigned to the project by the Division of State Parks.
  - b) Identification of all receipts in sufficient detail to show the dates and sources of such receipts. Receipts and/or invoices should be labeled whether they apply to the grant share or matching share.
  - c) Itemization of all supporting records of project expenditures in sufficient detail to show the exact nature of expenditures.
  - d) When payment is by check, the canceled check should be properly identified and filed. Receipts and/or invoices must support all cash disbursements.

**Incomplete requests may be returned and will need to be resubmitted.**

**Non-Federal entities that expend \$750,000.00 or more in a year in total Federal Awards must comply with 2 CFR Part 200.**

Land owned by the grantee, or in the case of a nonprofit grantee or governmental entity, which is acquired with RTP funds, shall have a deed restriction upon said property as an outdoor recreational site open, accessible and maintained for the use and benefit of the general public for ninety-nine (99) years. Land under ownership of the grantee or controlled such as by lease, upon which RTP funding for trail access development or maintenance is being used, shall be dedicated as an outdoor recreation trail open, accessible and maintained for the use and benefit of the general public for a minimum of twenty-five (25) years after the project completion date as set forth in the Project Agreement. A lease must not be revocable at will and must contain a clause which enables the grantee to dedicate by deeded easement, the land for the twenty-five (25) year period. All deed dedications must be recorded in the public property records by the grantee, or in the case of a nonprofit grantee, by the land owner.

The grantee must have and prove sufficient control and tenure of the project site that a conversion of use will not occur without appropriate mitigation to the satisfaction of the Division of State Parks and FHWA.

The State of Nevada hereby promises, in consideration of the promises made by the Project Sponsor herein, to take the necessary steps and action and to attempt to enter into an agreement with the Federal Highway Administration to obtain Federal Money for that portion of the project referred to as Federal Assistance, to accept such funds from the United States and to tender to the Project Sponsor that portion of the obligation which is required as the Federal Grant.

The Project Sponsor hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement and as described in the Nevada Recreational Trails Program Grants Manual.

## **PART 630—PRECONSTRUCTION PROCEDURES**

### **Subpart A—Project Authorization and Agreements**

#### **§ 630.112 Agreement provisions.**

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(a) The State, through its transportation department, accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by the FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

(b) Federal funds obligated for the project must not exceed the amount agreed to on the project agreement, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the execution of a formal project agreement with the FHWA.

(c) The State must stipulate that as a condition to payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:

(1) *Project for acquisition of rights-of-way.* In the event that actual construction of a road on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension beyond the 20-year limit with no repayment of Federal funds, and the FHWA may approve this request if it is considered reasonable.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension for any preliminary engineering project beyond the 10-year limit with no repayment of Federal funds, and the FHWA may approve this request if it is considered reasonable.

(3) *Drug-free workplace certification.* By signing the project agreement, the STD agrees to provide a drug-free workplace as required by 49 CFR part 29, subpart F. In signing the project agreement, the State is providing the certification required in appendix C to 49 CFR part 29, unless the State provides an annual certification.

(4) *Suspension and debarment certification.* By signing the project agreement, the STD agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. In signing the project agreement, the State is providing the certification for its principals required in appendix A to 49 CFR part 29.

(5) *Lobbying certification.* By signing the project agreement, the STD agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing the project agreement, the State is providing the certification required in appendix A to 49 CFR part 20.

In witness whereof, the parties hereto have executed this agreement as of the date below:

STATE OF NEVADA

PROJECT SPONSOR

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Heather Giger

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Parks and Recreation Program  
Manager

\_\_\_\_\_  
Name of Board/Commission/Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reimbursement checks should be made payable to:

Name of Agency/Individual: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TAX ID  
DUNS