



Land & Water Conservation Fund Project Amendment



NEVADA DIVISION OF
STATE PARKS

Program Name and Address: NV Division of State Parks 901 S. Stewart Street, Suite 5005 Carson City, NV 89701 Elyse Jolly emjolly@parks.nv.gov		Subrecipient's Name and Address: Washoe County Regional Parks 1001 E. 9 th Street Reno, NV 89512-2845 Joanne Lowden jlowden@washocounty.us																																																				
Period Covered by Agreement: Upon approval through July 31, 2025		Subrecipient's: • Project Number: 32-00372 • Federal Grant Share Source: LWCF - FY20 LW, FY16SRA, & 22GM • EIN #: 88-6000138 • Vendor #: T40283400J • UEI #: GPR1NY74XPQ5																																																				
Project Name: Rancho San Rafael All-Inclusive Playground		Purpose of Award: Development/Renovation																																																				
Scope of Work: Installation of new playground equipment at Rancho San Rafael Park. The amendment includes additional financial assistance in the amount of \$300,000.00 LWCF & \$300,000.00 non-federal. This amendment modifies and increases the original award amount from \$455,250.00 to \$755,250.00. This amendment is to provide additional funds to account for ongoing inflation of 30% to 50% in costs for construction and materials.																																																						
<table border="1"><thead><tr><th>Approved Budget Categories:</th><th>Federal Share (50%):</th><th>Match (50%):</th></tr></thead><tbody><tr><td>Administrative & Legal Expenses</td><td>\$0.00</td><td>\$17,000.00</td></tr><tr><td>Land, structures, right-of-way, appraisals, etc.</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Relocation Expenses & Payments</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Architectural & Engineering Fees</td><td>\$27,067.50</td><td>\$29,767.50</td></tr><tr><td>Project Inspection Fees</td><td>\$4,000.00</td><td>\$4,000.00</td></tr><tr><td>Site Work</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Demolition & Removal</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Construction</td><td>\$670,417.71</td><td>\$650,214.70</td></tr><tr><td>Equipment</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Miscellaneous</td><td>\$0.00</td><td>\$500.00</td></tr><tr><td>Contingencies</td><td>\$53,767.79</td><td>\$53,767.80</td></tr><tr><td>Project (program) Income</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>TOTAL DIRECT COSTS</td><td>\$755,250.00</td><td>\$755,250.00</td></tr><tr><td>Indirect Costs</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>TOTAL APPROVED BUDGET</td><td>\$755,250.00</td><td>\$755,250.00</td></tr><tr><td>TOTAL PROJECT COST</td><td>\$1,510,500.00</td><td></td></tr></tbody></table>				Approved Budget Categories:	Federal Share (50%):	Match (50%):	Administrative & Legal Expenses	\$0.00	\$17,000.00	Land, structures, right-of-way, appraisals, etc.	\$0.00	\$0.00	Relocation Expenses & Payments	\$0.00	\$0.00	Architectural & Engineering Fees	\$27,067.50	\$29,767.50	Project Inspection Fees	\$4,000.00	\$4,000.00	Site Work	\$0.00	\$0.00	Demolition & Removal	\$0.00	\$0.00	Construction	\$670,417.71	\$650,214.70	Equipment	\$0.00	\$0.00	Miscellaneous	\$0.00	\$500.00	Contingencies	\$53,767.79	\$53,767.80	Project (program) Income	\$0.00	\$0.00	TOTAL DIRECT COSTS	\$755,250.00	\$755,250.00	Indirect Costs	\$0.00	\$0.00	TOTAL APPROVED BUDGET	\$755,250.00	\$755,250.00	TOTAL PROJECT COST	\$1,510,500.00	
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FEDERAL AWARD COMPUTATION: Total Obligated by this Action: Previous LWCF Funds Awarded to Date: Match Amount Required by this Action: Total Match Amount from Previous LWCF Awards: Research and Development (R&D) ☐ Y ☒ N Federal Budget Period: 10/01/2022 through 07/31/2025 Federal Project Period: 10/01/2022 through 07/31/2025		\$ \$ \$ \$	300,000.00 2,773,207.37 300,000.00 2,773,207.37																																																			
Source of Funds (%): Outdoor Recreation, Acquisition, Development and Planning	CFDA: 15.916	Federal Award ID # (FAIN): P22AP00420																																																				
Grant Award Date by Federal Agency: Notice of Award Issue Date: 03/29/2024	Fed. Grant #: P22AP00420-01/ 32-00372	Subrecipient Approved Indirect Rate: N/A																																																				



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Terms and Conditions:

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any State & Federal statutory guidelines, the 2020 Nevada Land and Water Conservation Fund (LWCF) Grant Manual, & the Land and Water Conservation Fund Federal Financial Assistance Manual, and the Nevada State Administrative Manual (SAM).
3. Expenditures must be consistent with the Scope of Work (SOW), goals and objectives, & budget as approved and documented.
4. Subrecipient must comply with all applicable Federal Regulations.
5. Quarterly Status Reports are due via WebGrants by the 10th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Reimbursement claims are due via WebGrants by the 10th of each month following the end of the quarter unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions & Assurances
Section C: Budget and Financial Reporting Requirements.
Section F: Matching Funds Agreement

Name	Signature	Date
David M. Solaro Assistant County Manager Washoe County		
Elyse Jolly Park and Recreation Program Manager Nevada Division of State Parks		



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SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. This agreement and its integrated attachments constitute the entire agreement between 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 agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of the agreement. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
2. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Nevada Division of State Parks (hereafter referred to as "NDSP") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the subrecipient is an independent entity.
3. The subrecipient shall hold harmless, defend, and indemnify NDSP from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
4. NDSP or the subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NDSP or Subrecipient from its obligations under this Agreement.
 - NDSP may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both NDSP and Subrecipient.
5. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of NDSP. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of NDSP, become the property of NDSP, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - NDSP may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and NDSP may declare the Subrecipient ineligible for any further participation in NDSP's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, NDSP may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP). This includes but is not limited to:
 - a. Establishment of separate accounts and supporting documentation. Each project account should be identified by the number assigned to the project by NDSP.
 - b. Identification of all proof of payment in sufficient detail to show the dates and sources of such receipts. Receipts and 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 as determined by NDSP to show the exact nature of the expenditures.
 - d. When payment is by check, a copy of the cancelled check should be included and properly identified. All proof of payment and invoices must support all call disbursements.
 - e. Claims deemed by NDSP to be lacking sufficient supporting documentation will be returned until sufficient supporting documentation can be provided.
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.



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3. If any buried and/or previously unidentified resources are located during the project activities, the Nevada State Historic Preservation Office (SHPO) recommends that all work in the vicinity of the find cease and SHPO be contacted for additional consultation per 36 C.F.R. §800.13(b)(3) or Nevada Revised Statute (NRS) 383.150-383.190.
4. The participant 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 2020 Nevada LWCF Grant Manual.
5. These grant funds will not be used to supplant existing financial support for current programs.
6. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant application and agreement.
7. The subrecipient agrees to submit quarterly progress reports (status reports) and reimbursement requests (claims) via NDSP's [WebGrants portal](#). Claims may be submitted at any time via WebGrants during the active period of the award and must include proportionate match amounts and sufficient supporting documentation.
8. The subrecipient shall keep detailed records related to this project. Reimbursement requests shall include complete supporting documentation of expended and matching funds in accordance with the 2020 Nevada LWCF Grant Manual and Generally Accepted Accounting Principles (GAAP).
9. Land owned by the subrecipient, or in the case of a grantee or governmental entity, which is acquired with Land and Water Conservation Fund (LWCF) funds, shall have a deed restriction upon said property as an outdoor recreational site open and to ensure their availability for public use in perpetuity as required in the 2020 Nevada LWCF Grant Manual and the LWCF Federal Financial Assistance Manual.
10. 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 NDSP and the National Park Service (NPS).
11. If the subrecipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305(5)). As allowed under 2 CFR §200.307 and the LWCF Federal Financial Assistance Manual, program income may be added to the Federal award by agreement of the NPS and the subrecipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. 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 National Park Service to obtain Federal Money for that portion of the project 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.
13. 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 Land and Water Conservation Fund Grants Manual.
14. Compliance with all activities pursuant to this agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, sexual orientation, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
15. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
16. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related, but not limited to:
 - a. Uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities as established in 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety.
 - b. Federal requirements for the determination of allowable and unallowable direct and indirect costs as established in 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E.
 - c. Audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular as established in 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F. To acknowledge this requirement, Section E of this notice of subaward must be completed.
17. Compliance with the Clean Air Act (42 United States Code [U.S.C.] 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the



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non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18. Certification that neither the subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211); 2 CFR 180 & 1400.
19. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply; 43 CFR 18.
20. Pursuant to 31 U.S.C. §1341 nothing contained in this agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
21. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
22. No part of this agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
23. Pursuant to 41 U.S.C. §22, no member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
24. The subrecipient is not an agent or representative of the United States, the Department of the Interior, NPS, or NDSP, nor will the subrecipient represent itself as such to third parties. NPS employees are not agents of the subrecipient and will not act on behalf of the subrecipient. This agreement is not intended to and shall not be construed to create an employment relationship between the NPS and the subrecipient or its representatives. No representative of the subrecipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
25. This agreement creates enforceable obligations between only NDSP and the subrecipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right or enforcement by or any duties or obligation in favor of persons or entities not a party to this agreement.
26. The subrecipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
27. This agreement in no way restricts the subrecipient or NDSP from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
28. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this agreement shall survive and be enforceable after the expiration or termination of this agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this agreement shall survive expiration or termination of this agreement.
29. If any provision of this agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
30. The captions, headings, article numbers and paragraph numbers appearing in this agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this agreement nor in any way affecting this agreement.
31. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
32. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed as required by 41 U.S.C. § 8103; 2 CFR Part 182 & 1401.
33. NDSP is required to terminate this award, without penalty, if the recipient, subrecipient, or any subcontractor engages in severe forms of trafficking in persons during the period of time that the award is in effect; procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award as required by the *Trafficking Victims Protection Act of 2000* 2 CFR Part 175.
34. Participants agrees to comply with *FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions*.



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35. Participants agree to establish a unique entity identifier (UEI) for Federal financial assistance as well as register with the System for Award Management (SAM) as defined in 2 *CFR Part 25*.
36. Participants agree to comply with Federal awarding guidance to establish requirements for recipient's reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 as defined in 2 *CFR Part 170*.
37. The Subrecipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
38. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - a. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

39. Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.
40. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 *CFR Part 200.333–200.337*.
41. The recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales, brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products or considers the recipient's work product to be superior to other products or services.
 - a. All information submitted for publication or other public releases of information regarding this product shall carry the following disclaimer:
 - b. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
 - c. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - d. Recipient further agrees to include this provision in a subaward to a subrecipient, expect for a subaward to a state government, a local government, or to a Federally recognized Indian tribal government.
42. Compliance with 54 U.S.C § 200305:
 - a. The State of Nevada, represented by the State Liaison Officer (SLO) and the Subrecipient named above mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, (Public Law 88-578, Section 5 Financial Assistance to States; currently codified at 54 U.S.C. §200305 et. seq.), its implementing regulations at 36 C.F.R. 59, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby a part hereof. The SLO accepts and agrees to comply with the applicable terms and conditions set forth in title 54, U.S.C § 200305., the regulations issued pursuant thereto, the policies



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and procedures promulgated by the National Park Service relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

- b. It is understood by the parties hereto that this agreement shall not obligate State funds for the project cost described herein except those costs necessary for administration of the project.
- c. In the event construction has not commenced on this project within ten and one half (10½) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void. In the event an acquisition does not take place within nine (9) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void.
- d. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of Nevada, acting by and through the Department of Conservation and Natural Resources (DCNR), Division of State Parks, or its successor, provided that such approval shall not be unreasonable withheld as long as the purposes for which the grant was awarded are maintained.
- e. Federal funds obligated for this 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 National Park Service.
- f. Land acquired or developed with LWCF 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 in perpetuity. A lease must not be revocable at will and must contain a clause which enables the grantee to dedicate the land by deeded easement. All deed dedications must be recorded in the public property records by the grantee, or in the case of leased property, by the landowner. A certified copy must be submitted to NDSP for inclusion in the permanent grant file and to receive reimbursement.

43. An organization receiving grant funds through the Nevada Division of State Parks shall not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
- Any attempt to influence:
 - a. The introduction or formulation of federal, state or local legislation; or
 - b. The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- Any attempt to influence:
 - a. The introduction or formulation of federal, state or local legislation;
 - b. The enactment or modification of any pending federal, state or local legislation; or
 - c. The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.



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44. An organization receiving grant funds through the Nevada Division of State Parks may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - a. Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - b. Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - c. Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

45. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide NDSP with copies of all contracts, sub-grants, and or amendments to such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



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SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget per the submitted LWCF application:

Nevada Division of State Parks Washoe County Rancho San Rafael Playground Amendment #1				
Professional Services & Project Management	Quantity	Unit Type	Unit Cost	Line Item Total Cost
Contract for preliminary playground design & construction (pre-award)	1	EA	\$7,300.00	\$7,300.00
Site Survey	1	EA	\$4,600.00	\$4,600.00
Contract for final design including playground improvement plans (civil & non-civil), & construction administration services	1	EA	\$44,935.00	\$44,935.00
Administration	1	LS	\$17,000.00	\$17,000.00
Construction				
Contract – (non-civil) for playground upgrade including grading, demolition, concrete, amenities, playground equipment, & surfacing	1	LS	\$889,129.41	\$200,000.00
Contract – (civil) for ADA improvements, including grading, demolition, parking lot, curbing, sidewalk, fencing, & erosion control	1	LS	\$431,500.00	\$431,500.00
Permits & Inspection Fees				
Building and other permits	1	EA	\$8,000.00	\$8,000.00
Miscellaneous				
Purchase/Installation of LWCF sign	1	LS	\$250.00	\$250.00
Bid Advertising in RGJ	1	LS	\$250.00	\$250.00
SUBTOTAL CONSTRUCTION COSTS				\$ 1,320,629.41
TOTAL CONSTRUCTION COSTS				\$ 107,535.59
PROFESSIONAL SERVICES & PROJECT MGMT				\$ 73,835.00
PERMITTING & FEES				\$ 8,000.00
MISCELLANEOUS				\$ 500.00
TOTAL PROJECT COST				\$ 1,510,500.00
LWCF REQUEST (50%)				\$ 755,250.00

Source of Funding	Match
Washoe County	\$755,250.00
Total Match (50%)	\$755,250.00



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The below table illustrates how the project budget was re-categorized for the purposes of completing federal standard form SF 424 C per LWCF programmatic and fiscal requirements for construction related to development/renovation. These categories have been utilized for the budget information on the award agreement cover page and in Section F.

<u>SF 424 C Budget Categories</u>	
Administrative & Legal	\$17,000.00
Architectural and engineering fees	\$56,835.00
Project Inspection Fees	\$8,000.00
Site Work	\$0.00
Demolition	\$0.00
Construction	\$1,320,629.41
Miscellaneous	\$500.00
Subtotal	\$1,320,629.41
Contingencies	\$107,535.59
Total Project Costs	\$1,510,500.00



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- The Nevada Division of State Park's policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- All equipment purchased with these funds belongs to the federal program from which this funding was appropriated, and appropriate tracking must be maintained. The subrecipient agrees to continue tracking/reporting on this purchased equipment and all equipment must be in accordance with the Buy America requirements where purchases of iron, steel and other manufactured products permanently incorporated into infrastructure projects. Further, these projects must be undertaken by U.S. states and municipalities with funds issued by certain U.S. federal departments and agencies. Per Title 2 CFR §200.313, tracking requirements include:
 - Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition date including the date of disposal and sale price of the property.
 - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
 - A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - Adequate maintenance procedures must be developed to keep the property in good condition.
 - If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
 - Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.
 - Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
- "The Subrecipient shall, when federal funding requires a specific match, have the means necessary to identify that the match has been accomplished at the end of the grant year. This shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match goal was achieved. These reports shall be held on file in the program for audit purposes and shall be furnished as documentation for match reporting 90 days after the end of the grant period."

The Subrecipient agrees:

- To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.
- Total reimbursement through this subaward will not exceed **\$755,250.00**.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.
- **Additional expenditure detail will be provided upon request from NDSP Staff.**

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to NDSP within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to NDSP at that time, or if not already requested, shall be deducted from the final award.
- Any work performed prior to the NOTICE TO PROCEED (NTP) is given or after the BUDGET PERIOD ends will not be reimbursed. Any exceptions will have to be reviewed and approved by NDSP grants staff prior to the project begins.



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If a Request for Reimbursement (RFR) is received after the 45-day closing period, NDSP may not be able to provide reimbursement.

- If a credit is owed to NDSP after the 45-day closing period, the funds **must** be returned to NDSP within 30 days of identification.

The Nevada Division of State Parks agrees:

- To provide technical assistance, upon request from the Subrecipient.
- To provide prior approval of reports or documents to be developed.
- To reserve the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by NDSP.

Both parties agree:

- To routine site/project monitoring at the request of NDSP and to a final project inspection as part of completing the award and requesting final reimbursement.
- All reports of expenditures and requests for reimbursement processed by NDSP are **SUBJECT TO AUDIT**.
- This subaward agreement may be **TERMINATED** by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason NDSP, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements:

- A Request for Reimbursement is due on a **quarterly** basis, based on the terms of the subaward agreement, no later than the 10th of the month following the end of the quarter (April 10th, July 10th, October 10th, and January 10th).
- Reimbursement may be requested more frequently than quarterly if agreed upon by both parties.
- Reimbursement is based on **actual** expenditures incurred during **the period being reported**.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.



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SECTION F

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Division of State Parks (referred to as "NDSP") and the Washoe County Regional Parks (referred to as "Subrecipient").

Program Name	Land and Water Conservation Fund (LWCF)	Subrecipient Name	Washoe County Regional Parks
Federal Grant Number	P22AP00420-01/32-00372.1	Subaward Number	LWCF #32-00372
Federal Amount	\$755,250.00	Contact Name	Joanne Lowden
Non-Federal (Match) Amount	\$755,250.00	Address	1001 E. 9 th Street Reno, NV 89512-2845
Total Award	\$1,510,500.00		
Performance Period	Upon approval through July 31, 2025		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$755,250.00
Required Match Percentage	50%
Total Required Match	\$755,250.00

Approved Budget Category		Grant Funds	Match Funds
1	Administrative & Legal Expenses	\$0	\$17,000.00
2	Land, structures, rights-of-way, appraisals, etc.	\$0	\$0
3	Relocation expenses & payments	\$0	\$0
4	Architectural & engineering fees	\$27,067.50	\$29,767.50
5	Other architectural & engineering fees	\$0	\$0.00
6	Project inspection fees	\$4,000.00	\$4,000.00
7	Site work	\$0	\$0
8	Demolition & removal	\$0	\$0
9	Construction	\$670,414.71	\$650,214.70
10	Equipment	\$0	\$0
11	Contingencies	\$53,767.79	\$53,767.80
12	Project (program) income	\$0	\$0
13	Miscellaneous	\$0	\$500.00
Total		\$755,250.00	\$755,250.00

Compliance with this section is acknowledged by signing the subaward cover page of this packet.