



Recreational Trails Program Project Agreement



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 and Open Space 1001 E. 9 th Street Reno, NV 89512-2845 Joanne Lowden jlowden@washoecounty.gov
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Period Covered by Agreement: Upon approval through September 30, 2026	Subrecipient's: <ul style="list-style-type: none"> • Project Number: RTP 2024-11 • Federal Grant Share Source: Z940 • EIN #: <u>88-6000138</u> • Vendor #: <u>T40283400J</u> • UEI #: <u>GPR1NY74XPQ5</u>
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Project Name: Hidden Valley Trails System Improvements Phase 1	Purpose of Award: Diverse
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Scope of Work: Washoe County is requesting funding for trail maintenance, enhancement, and restoration within the existing Hidden Valley Regional Park trail system. The project will include trail enhancement to the Highland Loop trail including 3 miles of trail improvement, installation of four (4) major kiosks, installation of twenty-five (25) wayfinding markers, installation of two (2) metal signs and decommissioning .6 miles of social trails. The project will also include the replacement of existing narrow gates and installation of ditch crossing platforms to improve accessibility access.

Approved Budget Categories:	Federal Share (80%):	Match (20%):
Design & Engineering	\$0	\$0
Planning Costs for Match	\$0	\$0
Personnel (Direct Labor)	\$0	\$17,600.00
Volunteer Labor for Match	\$0	\$0
Operating/Supplies/Materials	\$17,650.00	\$0
Equipment (Purchase/Rental/Lease)	\$0	\$0
Contractual/Consultant	\$69,938.00	\$4,297.00
Travel/Fuel	\$0	\$0
Training	\$0	\$0
Other	\$0	\$0
TOTAL DIRECT COSTS	\$0	\$0
Indirect Costs (10% De Minimums here)	\$0	\$0
TOTAL APPROVED BUDGET	\$87,588.00	\$21,897.00
TOTAL PROJECT COST	\$109,485.00	

FEDERAL AWARD COMPUTATION:		
Total Obligated by this Action:	\$	87,588.00
Total RTP Funds Awarded to Date:	\$	1,524,976.00
Match Amount Required this Action:	\$	21,897.00
Required Total Match Amount from Prior Awards:	\$	381,244.00
Total Match Amount Required:	\$	21,897.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
Federal Budget Period: October 1, 2023 through September 30, 2027		
Federal Project Period: Start Date through September 30, 2026		

Source of Funds (%): Recreational Trails Program (RTP) Funding	CFDA: 20.219	Federal Award ID # (FAIN): 693JJ22430000Z940NVRTP2411
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Grant Award Date by Federal Agency: FMIS Approval Date: 5.13.2024	Fed. Grant #: RTP 2024-11	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 NDSP RTP Handbook, & the 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.



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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 B: Scope of Work & Deliverables;
Section C: Budget and Financial Reporting Requirements.

Section D: Audit Information Request;
Section E: Current/Former State Employee Disclaimer;
Section F: Matching Funds Agreement

Name	Signature	Date
David Solaro Assistant County Manager Washoe County Regional Parks & Open Space		
Elyse Jolly Park & 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.
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 Recipient 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 Recipient is an independent entity.
3. The Recipient shall hold harmless, defend and indemnify NDSP from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
4. NDSP or Recipient 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 Recipient 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 Recipient.
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 Recipient under this Agreement shall, at the option of NDSP, become the property of NDSP, and the Recipient 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 Recipient 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 Recipient 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 Recipient 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 insufficient 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.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.



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5. The recipient agrees to submit quarterly progress reports (status reports) and reimbursement requests (claims) via NDSP's [WebGrants portal](#) in accordance with NDSP's FY2024 Recreational Trails Program Manual. Claims may be submitted at any time via WebGrants and must include match. No project will be considered active or otherwise eligible for reimbursement until a Notice to Proceed (NIP) from NDSP is issued. Claims must be submitted at least every 9 months after the NIP is issued, otherwise the project may become inactive. If a project becomes inactive, the recipient may be forced to forfeit any remaining funds which will then be reallocated to other subrecipients.
6. The subrecipient shall keep detailed records related to this project. Reimbursement requests shall include complete supporting documentation of expended and matching funds as outlined in NDSP's RTP's Request for Reimbursement policy.
7. Land owned by the recipient, or in the case of a nonprofit grantee or governmental entity, which is acquired with Recreational Trails Program (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.
8. Land under ownership of the recipient 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 executed agreement. A lease must not be revocable at will and must contain a clause which enables the recipient 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 recipient, or in the case of nonprofit grantee, by the landowner. A certified copy must be submitted to NDSP for inclusion in the permanent grant file and to receive reimbursement.
9. 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 Federal Highway Administration (FHWA).
10. 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.
11. 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.
12. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
13. 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.
14. 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) 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. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
15. 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 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).
16. Certification that neither the Recipient 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).
17. No funding associated with this grant will be used for lobbying as required by 31 U.S.C. § 1352.
18. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
19. 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.
20. Compliance with 23 U.S.C:
 - 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.



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- b. 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 FHWA.
- c. The State must stipulate that as a condition of payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:
 - i. *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 State Transportation Department (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 (23 U.S.C. § 109 (A)&(B)).
 - ii. *Preliminary engineering project.* In the event that right-of-way 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 (23 U.S.C. §102(b)).

21. 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:
 - The introduction or formulation of federal, state or local legislation; or
 - 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:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - 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.

22. 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



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- Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - 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.

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 B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

Washoe County Regional Parks & Open Space, hereinafter referred to as Subrecipient, agrees to provide the following according to the identified timeframes:

Scope of Work for Washoe County Regional Parks & Open Space

Washoe County is requesting funding for trail maintenance, enhancement, and restoration within the existing Hidden Valley Regional Park trail system. The project will include trail enhancement to the Highland Loop trail including 3 miles of trail improvement, installation of four (4) major kiosks, installation of twenty-five (25) wayfinding markers, installation of two (2) metal signs and decommissioning .6 miles of social trails. The project will also include the replacement of existing narrow gates and installation of ditch crossing platforms to improve accessibility access.

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 from WebGrants:



Elyse Jolly
Internal Staff

Status Report Approval Level 2, Status

Report Approval Level 1, Site Visit



Grant

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RTP2411 - Hidden Valley Phase 1 Trail System Improvements - 2024

Status: Awarded

Program Area: Recreational Trails Program

Funding Opportunity: 3088- Motorized & Diverse Projects - Recreational Trails Program 2024 Grants

Organization: Washoe County Regional Parks & Open Space

Grantee Contact: Joanne Lowden

Program Officer: Elyse Jolly

Awarded Amount: \$87,588.00

Grant List Genera Status Claims Contra Site V Contra Encumb Corres Approp Closeo

RTP Ap

Budget

Budget - Current Version

Negotiate Form

Create New Version

View Versions

Percentages

Grant Request





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Federal Match 0.00%

Percentage:

Non-Federal Match 20.00%

Percentage:

TOTAL MATCH 20.00%

PERCENTAGE:

☰ Design and Engineering Costs - Multi-List

+ Add Row

Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
No Data for Table											

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☰ Planning Costs for Match - Multi-List

+ Add Row

Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
No Data for Table											

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☰ Direct Labor (Salaries or Actual) - Multi-List

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						Percentage		Percentage	Match	Percentage	
Seasonal Staff	480.00	hours	\$20.00	\$9,600.00	\$0.00	0.00	\$0.00	0.00	\$9,600.00	100.00	Washoe County
NR Planning Coordinator	80.00	hours	\$50.00	\$4,000.00	\$0.00	0.00	\$0.00	0.00	\$4,000.00	100.00	Washoe County
Trails Coordinator	80.00	hours	\$50.00	\$4,000.00	\$0.00	0.00	\$0.00	0.00	\$4,000.00	100.00	Washoe County
				\$17,600.00	\$0.00		\$0.00		\$17,600.00		

+ Add Row

☰ Labor (Volunteer or Donated) - Multi-List

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Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
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☰ Equipment Purchase/Rent/Lease - Multi-List

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Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
No Data for Table											

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☰ Contracts - Multi-List

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							Percentage		Percentage	Match	Match Percentage	
Trail Maintenance and Enhancement (3 miles)	1.00	Activity Unit	\$39,135.00	\$39,135.00	\$39,135.00		100.00	\$0.00	0.00	\$0.00	0.00	
Accessibility Improvements (gates, ditch crossing)	1.00	Activity Unit	\$17,500.00	\$17,500.00	\$17,500.00		100.00	\$0.00	0.00	\$0.00	0.00	
Kiosk Installation	1.00	Activity Unit	\$3,200.00	\$3,200.00	\$3,200.00		100.00	\$0.00	0.00	\$0.00	0.00	
Temp Trail Crew	720.00	hours	\$20.00	\$14,400.00	\$10,103.00		70.16	\$0.00	0.00	\$4,297.00	29.84	Washoe County
			\$59,855.00	\$74,235.00	\$69,938.00			\$0.00		\$4,297.00		

+ Add Row

☰ Materials - Multi-List

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Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
Trailhead Kiosk	4.00	each	\$4,000.00	\$16,000.00	\$16,000.00	100.00	\$0.00	0.00	\$0.00	0.00	
Wayfinding Markers	25.00	each	\$50.00	\$1,250.00	\$1,250.00	100.00	\$0.00	0.00	\$0.00	0.00	
Metal sign	2.00	each	\$200.00	\$400.00	\$400.00	100.00	\$0.00	0.00	\$0.00	0.00	
			\$4,250.00	\$17,650.00	\$17,650.00		\$0.00		\$0.00		





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Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
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No Data for Table

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Other Expenses - Multi-List

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Description	# of Units	Unit Type	Unit Cost	Total Unit Cost	Federal Grant	Federal Grant Percentage	Federal Match	Federal Match Percentage	Non-Federal Match	Non-Federal Match Percentage	Match Source
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No Data for Table

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Totals

Total Federal Grant Amount: \$87,588.00

Total Federal Match Amount: \$0.00

Total Non-Federal Amount: \$21,897.00

Total Amount: \$109,485.00





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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 \$87,588.00;
- 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.



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- 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.
- 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 D

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total cumulative federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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



Recreational Trails Program Project Agreement



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SECTION E

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

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Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

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



Recreational Trails Program Project Agreement



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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 Friends of Shoshone-Paiute Tribe (referred to as "Subrecipient").

Program Name	Recreational Trails Program (RTP)	Subrecipient Name	Washoe County Regional Parks & Open Space
Federal Grant Number	693JJ22430000Z940 NVRTP2411	Subaward Number	RTP 2024-11
Federal Amount	\$87,588.00	Contact Name	Joanne Lowden
Non-Federal (Match) Amount	\$21,897.00	Address	1001 E. 9 th Street Reno, NV 89512-2845
Total Award	\$109,485.00		
Performance Period	Upon approval through September 30, 2026		

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	\$87,588.00
Required Match Percentage	20%
Total Required Match	\$21,897.00

Approved Budget Category		Grant Funds	Budgeted Match
1	Design and Engineering	\$0	\$0
2	Planning	\$0	\$0
3	Personnel (Direct Labor)	\$0	\$17,600.00
4	Volunteer Labor (In-Kind)	\$0	\$0
5	Operating/Supplies/Materials	\$17,650.00	\$0
6	Equipment (Purchase/Lease/Rental)	\$0	\$0
7	Contractual/Consultant	\$69,938.00	\$4,297.00
8	Travel/Fuel	\$0	\$0
9	Training	\$0	\$0
10	Other	\$0	\$0
	Total	\$87,588.00	\$21,897.00

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