

**City of Carson City  
Agenda Report**

**Date Submitted:** August 9, 2011

**Agenda Date Requested:** August 18, 2011

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department - Open Space Division

**Subject Title:** For possible action: To authorize the Parks and Recreation Director and Open Space Manager to execute a grant obtained from the Southern Nevada Public Land Management Act - Parks, Trails, and Natural Areas, to assist with the fee title acquisition of the Bently property located at the Carson River Canyon, APN's 10-011-24 and 10-011-25. (Juan F. Guzman)

**Staff Summary:** This action will result in Carson City accepting a grant from the Southern Nevada Public Land Management Act - Parks, Trails, and Natural Areas (SNPLMA-PTNA) for \$656,200. The monies are to be used to assist with the fee title acquisition of the Bently property approximating 470 acres and located within the Carson River Canyon. The V&T Railroad Reconstruction Commission anticipates the simultaneous purchase, with their own funding, of the rights-of-way necessary for the railroad track extension across the property.

**Type of Action Requested:** (check one)

- Resolution                       Ordinance  
 Formal Action/Motion    Other (Specify)

**Does This Action Require A Business Impact Statement:**    Yes    No

**Recommended Board Action:** I move to authorize the Parks and Recreation Director and Open Space Manager to execute a grant obtained from the Southern Nevada Public Land Management Act - Parks, Trails, and Natural Areas, to assist with the fee title acquisition of the Bently property located at the Carson River Canyon, APN's 10-011-24 and 10-011-25.

**Explanation for Recommended Board Action:** On May 6, 2010, the Board of Supervisors approved a motion calling for joining efforts with the Nevada Commission for the Reconstruction of the V&T Railway in order to purchase these two properties located in the Carson River Canyon and approximating 470 acres. The Southern Nevada Public Land Management Act - Parks, Trails, and Natural Areas grant was approved by the Secretary of the Interior on October 21, 2010. After receiving that approval, staff commenced the lengthy process of being able to obtain the funding. This process is outlined in the attached Southern Nevada Public Land Management Act (SNPLMA) project work plan. The attached cooperative agreement is the next step in the process for obtaining funding.

**Applicable Statue, Code, Policy, Rule or Regulation:**

- C.C.M.C. 13.06
- Regulations of the Southern Nevada Public Land Management Act - Parks, Trails & Natural Areas

**Fiscal Impact:** Approximately \$656,200 in grants and a potential expenditure of \$734,496 of the Open Space acquisition account plus approximately \$40,500 towards the close of escrow.

**Explanation of Impact:** Execution of this agreement will provide an additional \$656,200 and a contingency fund of \$65,620 for a total of \$721,820. The estimated cost of this transaction is as follows:

Purchase price:	\$1,600,000
Parks Trails & Natural Areas Grant: <-\$656,200>	
Sub-Total:	\$943,800
V&T contribution:	<-\$209,304>
Open Space responsibility:	\$734,496

Additionally, the estimated cost of the transaction is as follows:

Phase I	\$10,000
Cultural Resources	\$18,000
Appraisal:	\$ 8,000
Escrow	\$ 4,500

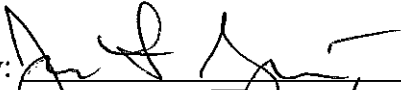
For an approximate cost of \$40,500

**Funding Source:** Open Space Acquisition account with the present balance of \$1.3 million

**Alternatives:** Not to approve execution of the grant

**Supporting Material:**

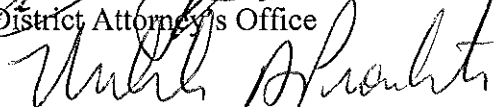
- Minutes of the December 16, 2010, meeting of the Board of Supervisors approving a joint venture with the Nevada Commission for the Reconstruction of the V&T Railway towards the purchase of the Bently property.
- Notice of funding availability from the Bureau of Land Management dated January 5, 2011
- SNPLMA Project Work Plan prepared by Carson City staff
- Cooperative Agreement and related materials
- Map illustrating the Bently property and its geographical relationship to other open space acquisitions along the Carson River
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Prepared By:  Date: 8/9/11  
 Juan F. Guzman, Open Space Manager

Reviewed By:  (For R.H.) Date: 8/8/11  
 Roger Moellendorf, Parks & Recreation Director

 Date: 8/9/11  
 Lawrence A. Werner, City Manager

 Date: 8/9/11  
 District Attorney's Office

 Date: 8/9/11  
 Finance Department

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay

2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Juan Guzman - Bentley Property Acquisition SNPLMA Priority 11-8 Project CR01 Agreement number L11AC20155**

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**From:** <skaller@blm.gov>  
**To:** <jguzman@carson.org>, <rmoellendorf@carson.org>  
**Date:** 8/3/2011 11:04 AM  
**Subject:** Bentley Property Acquisition SNPLMA Priority 11-8 Project CR01 Agreement number L11AC20155  
**CC:** <jwilbanks@blm.gov>  
**Attachments:** L11AC20155 BENTLEY PROP ACQ CR01 AGR.pdf; ASAP Participation Request 2 revised.doc

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Mr. Guzman,

I am pleased to notify you that your application and proposal for assistance for the above referenced program has been approved in the amount of \$721,820.00. Attached is the Assistance Agreement which sets forth this offer. This offer is subject to the applicable Department of the Interior statutory and regulatory provisions included in the terms and conditions of this Agreement.

To accept this award, please return 2 signed originals of the enclosed Grant and Cooperative Agreement instrument to me at the address below at your earliest convenience. A fully executed original will be returned to you. If you would like to expedite the agreement, you may fax a signed copy to 775-861-6624 or email a signed scan of the document.

Payment under this Agreement is made through the U.S. Treasury's Automated Standard Application for Payment system (ASAP). To initiate enrollment to this system please complete the attached enrollment form and fax to the number at the top of the form. The ASAP will e-mail you further instructions regarding enrollment. For guidance with the registration and drawdown procedure, you can access their website at <http://www.fms.treas.gov/asap/index.html>.

If you have administrative questions, please contact me at [skaller@blm.gov](mailto:skaller@blm.gov) or call 775-861-6559. For a program related issue, please contact Jeff Wilbanks at [Jeff\\_Wilbanks@blm.gov](mailto:Jeff_Wilbanks@blm.gov) or call 702-515-5070.

Susan Kaller, Grants and Agreements Specialist  
Bureau of Land Management  
Nevada State Office  
1340 Financial Blvd., P.O. Box 12000  
Reno, NV 89520  
(775) 861-6559 office  
(775) 861-6624 fax

Do you have a general question or need help with FBMS? Call us at our new Acquisitions central number 775-861-6755 or e-mail your question to mail group 'NV Acquisitions Inquiries'

"When one tugs at a single thing in nature, he finds it attached to the rest of the world." ~John Muir

# Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT  
 GRANT

CHOOSE ONE:  EDUCATION  FACILITIES  RESEARCH  SDCR  TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L11AC20155	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE 08/31/2011	4. COMPLETION DATE
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5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CITY OF CARSON CITY Attn: ATTN GOVERNMENT POC 201 NORTH CARSON ST #5 CARSON CITY NV 89701-4264	6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC (NV955) Mailing Address: 1340 FINANCIAL BLVD. RENO NV 89520
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7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Roger Mollendorf rmoellendorf@carson.org 775-887-2180
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.	

10. RESEARCH, PROJECT OR PROGRAM TITLE  
BENTLEY PROPERTY ACQUISITION SNPLMA PRIORITY 11-8 PROJECT CR01

11. PURPOSE  
See Schedule

12. PERIOD OF PERFORMANCE (Approximately)  
09/12/2011 through 09/11/2016

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$0.00	PREVIOUS	\$0.00
THIS ACTION	\$721,820.00	THIS ACTION	\$721,820.00
CASH SHARE	\$0.00	<b>TOTAL</b>	\$721,820.00
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
<b>TOTAL</b>	<b>\$721,820.00</b>		

14. ACCOUNTING AND APPROPRIATION DATA  
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
See Schedule			

15. POINTS OF CONTACT				
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :  
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT	18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS
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UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 073787152+0000  11. PURPOSE: This agreement is made and entered into by the Dept. of Interior (DOI), Bureau of Land Management (BLM) Nevada State Office (NSO) and Carson City, Nevada for the purpose of utilizing SNPLMA and other Carson City approved funding to acquire the two Bentley property parcels totaling 470 acres adjacent to the Carson River in northeast Carson City, Nevada. Delivery Location Code: 0004276496 BLM-NV LAS VEGAS FIELD OFFICE* 4701 NORTH TORREY PINES DRIVE LAS VEGAS NV 89130-2301 US  Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVS00550 Functional Area: L58560000.IB0000 Fund: XXXL5232AR Fund Center: LLNVS00550 Project/WBS: LX.SN.CR015600 PR Acct Assign Line: 01 Period of Performance: 09/12/2011 to 09/11/2016				
00001	Provide funds \$656,200 Rd11 CR01 Bentley property Obligated Amount: \$656,200.00 Requisition No: 0020002482  Delivery: 05/19/2011				656,200.00
00002	Obligate \$65,620 contingency for CR01 Obligated Amount: \$65,620.00 Requisition No: 0020003733  Continued ...				65,620.00

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Delivery: 07/18/2011  The total amount of award: \$721,820.00. The obligation for this award is \$721,820.00.				

## **Background Information**

The Bentley Property Acquisition project consists of a fee title acquisition of two parcels totaling 470 acres located in the Carson River Canyon in northeast Carson City, Nevada. These unique parcels include hillsides and riparian zones along two miles of the Carson River with 35 acres of gallery cottonwood forest. The river also includes habitat for fish, amphibian, and aquatic invertebrates. In addition there are scenic rock outcrops, sweeping vistas, and 1.5 miles of the historic Virginia & Truckee Railroad grade and associated features.

The Carson River Canyon is an extremely unique resource known for its scenic, biologic, and cultural resources. Less than two percent of the eight miles of the Carson River through the Carson River Canyon is within public land and access to these public parcels requires trespass on private lands. Acquiring the Bentley property would allow legal, managed access to the Carson River and the shady cottonwood groves along its banks for the public. In addition the land will provide a resting location for river users such as rafters or kayakers who currently have no public land in the canyon to get out of their boats to stretch, rest, eat, or warm up.

Currently the cultural and biological resources, including mill sites, historic rock walls, wetland and riparian vegetation, on the property have been damaged and continue to be threatened by trampling, compaction, trash dumping, and erosion from uncontrolled and indiscriminate OHV use. A cursory review of the area shows that the parcels are very heavily used for recreation and very poorly managed at the present time.

While access is currently un-controlled, the topography is steep and rocky where the access roads are located. Carson City will control motorized access by strategic placement of road barriers, and the establishment of an official presence in the area through staff and volunteers.

The two parcels are located with the Carson River Superfund Study Area which is associated with mercury contamination from the numerous mills that were historically located along the river. Under this funding award, Carson City is required to act in accordance with the policies of the Bureau of Land Management, the Environmental Protection Agency, and the Nevada Department of Environmental Protection, for property acquisition and future site development.

This project is a critical component to Carson City's vision for the Carson River corridor. Acquisition of parcels with river frontage in the Carson River Canyon is identified as a goal in the Carson City Open Space Plan, the Carson River Aquatic Trail Plan, and the Carson River Master Plan.

The Secretary of the Interior approved the estimated expenditures for this project from the Southern Nevada Public Land Management Act Special Account on October 21, 2010.



## **I. Statement of Joint Objectives**

### **A. Purpose:**

This agreement is made and entered into by the Dept. of Interior (DOI), Bureau of Land Management (BLM) Nevada State Office (NSO) and Carson City, Nevada for the purpose of utilizing SNPLMA and other Carson City approved funding to acquire the two Bentley property parcels totaling 470 acres adjacent to the Carson River in northeast Carson City, Nevada.

### **B. Objectives:**

Provide SNPLMA funds in the amount of \$656,200 which combined with other Carson City approved funding will allow for the acquisition of the two Bentley property parcels totaling 470 acres adjacent to the Carson River in northeast Carson City, Nevada. Additional contingency funds in the amount of \$65,620.00 are also provided for a total of \$721,820.00. Contingency funds are subject to prior approval requirements.

### **C. Authority:**

Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901 Public Law 105-263, as amended.

### **D. Benefits:**

The activity to be undertaken through this agreement is in furtherance of the recipient's and BLM's mission by the providing the following benefits:

- This Agreement provides for Carson City the benefit of a cooperative relationship for the purpose of developing parks, trails, and natural areas in Carson City.
- Additionally, this Agreement benefits the public by enhancing the quality of life and health of residents in helping to develop active lifestyles for the diverse population.
- Local governmental management of public lands indirectly benefits the government by reducing federal management costs while fostering cooperative relationships with local entities and their communities.

## **II. Definitions.**

A. Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

D. Bureau of Land Management (BLM): May also be referred to as Bureau.

E. Awardee: May also be referred to as recipient.

F. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

G. Federal Financial Report (FFR): The required reporting of all funds for all projects or programs.

H. Fiscal Year (FY): The Federal fiscal year begins on October 1, extends for 12 months, and ends on September 30 of the following year.

I. Financial Assistance Administrator/Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

J. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

K. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us/nrs/>

L. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

M. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: [www.whitehouse.gov/omb/grants/index.html](http://www.whitehouse.gov/omb/grants/index.html).

N. Program Officer (PO): The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Program Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FFRs, payments when the recipient is on agency review and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

O. Project Director (PD)/Principle Investigator (PI): is the recipient's technical leader,

designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in: Clark County, Lincoln County, White Pine County, Washoe County (subject to paragraph 4) and Carson City, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson, the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District, pursuant to a cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States.

### **III. Project Management Plan.**

#### **A. The recipient agrees to:**

- Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263).
- Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- Ensure any necessary permits or environmental clearances are obtained if required for this project.
- Obtain prior approval before utilizing the contingency funds awarded under this agreement.

B. The BLM agrees to:

- Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- Facilitating and coordinating the processing of funding, to include modifications to this agreement.
- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263).
- The following documents are incorporated by reference: The recipient original proposal for the nomination of this project, and the SF 424, Application for Federal Assistance, SF 424C, Budget Information – Construction Programs, SF 424D, Assurances – Construction Programs, Lobbying Certification, Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates, and the Estimated Cost Detailed Worksheet.

C. The Recipient and the BLM agree:

D. The following recipient's documents are incorporated by reference: Project Proposal SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, and SF 424B, Assurances – Non-Construction Programs.

**IV. Terms of Agreement.**

A. This agreement shall become effective on the date of signature of the GMO and may remain in effect for up to 5 years. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 120 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section XI, XII, and Appendix M of the SNPLMA Implementation Agreement. Requests for extensions that are received after the expiration date will not be honored.

C. Prior approval is required before utilizing the contingency funds provided under this agreement. Requests to utilize contingency funds must clearly explain what part of the project or

project deliverable has had a cost increase and why. Requests should specify what costs the contingency funds will cover, why the project is at a stage where contingency funds are needed, and how much of the contingency amount is needed to meet the cost overruns. The prior approval request will be submitted in writing to the GMO and PO and will require review by the SNPLMA Division. The determination regarding the approval or disapproval of the utilization of contingency funds will be completed and issued by the GMO in writing to the recipient within 10 days of receiving the prior approval request.

D. This agreement is subject to enforcement if the recipient fails to comply with any terms of this agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

#### **V. Financial Support.**

A. **Funding.** Funds provided under this Agreement are ‘no-year’ funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

B. **Maximum Obligations.** The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13A. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

C. **Cost Sharing.** Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

D. **Program Income.** Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

E. The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.
- Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

#### **VI. Payments**

##### **A. Financial Management Service’s (FMS), Automated Standard Application for Payment (ASAP) System:**

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system ([www.ASAP.gov](http://www.ASAP.gov)). ASAP is a recipient-initiated, on-line

payment and information system for Financial Assistance Agreements. The recipient will register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2. The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The first ten characters will be the agreement number. The remaining four characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement.
3. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.
4. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.
5. Agency review: May be instituted by the BLM for the following reasons:
  - Documented history of poor performance;
  - Evidence of financial instability;
  - Management systems that do not meet the standards prescribed in the applicable OMB Circular;
  - Non-compliance with the terms and conditions of the current award (e.g. consistently delinquent on reporting);
  - Consistently drawing-down funds from incorrect line items;
  - Drawing-down of funds in excess of reimbursement need or more than 3 days in advance of expenses incurred.

The BLM will notify in writing that your organization is being placed on agency review. During the period your organization is on agency review, you may be allowed to drawdown funds after submission of a request for reimbursement from Automated Standard Application for Payment (ASAP) and by submitting a Request for Advance or Reimbursement, SF-270 to the GMO for review and approval. Additionally, attached to the SF-270 will be detailed information of costs by budget categories that reflect the requested dollar amount. When you submit your request for reimbursement to ASAP, on the confirmation screen, the payment request status will read: Awaiting Federal Program Agency (FPA) Approval. Your payment will be delayed until the appropriate paperwork has been received and approved.

Your organization will remain on agency review until a corrective actions plan which specifies the actions your organization will take to mitigate the problem(s) identified above have been submitted to the BLM and have been implemented to the BLM's satisfaction. The BLM will

remove your organization from agency review upon your written request and on its discretion that the identified problems have been corrected.

#### B. Drawdown Requirements for SNPLMA Projects.

Prior to requesting an ASAP payment the requestor shall provide SNPLMA Division with a list of the projects to receive payment and the amount per project to be drawn down at least three days before requesting an ASAP draw down. Once funding is available for drawdown, the amounts shall only be allocated to those projects for which the drawdown was budgeted.

Drawdown's in the ASAP system will be made only in amounts necessary to meet current quarterly disbursement needs once all required documentation is submitted to the SNPLMA Division. Draw downs may occur as frequently as needed within the subject quarter; however, not to exceed the quarterly budgeted amount. Funds should be expended by the end of the budgeted quarter. When not expended, the following quarterly report should detail the circumstances that have caused those funds to remain unexpended

Funding will be available for drawdown beginning the first business day of each quarter (or as close to January 1, April 1, and July 1, as possible), with the exception of the first quarter of the fiscal year. Because the BLM's financial systems are unavailable at the start of the fiscal year while BLM completes "closeout" of the prior fiscal year, transfers to local and regional governments for the first quarter will be made after October 1, and no later than October 31.

Prior to making any drawdown in ASAP, transmit an email identifying the expected dollar amount to be drawn down and the date of the expected drawdown. After the drawdown in ASAP, transmit an email including a PDF of the ASAP Payment Transaction Confirmation summary identifying that the draw down did happen. Copy the following people:

- John Vest, BLM Business Services Division - National Operations Center (NOC): [Vest@blm.gov](mailto:Vest@blm.gov)
- Gary Thompson, Finance Manager, BLM Business Services Division - National Operations Center (NOC): [garythompson@blm.gov](mailto:garythompson@blm.gov)
- Jeff Wilbanks, Program Officer (PO), SNPLMA Division: [jwilbanks@blm.gov](mailto:jwilbanks@blm.gov)
- Susan Kaller, Grants Management Officer (GMO): [skaller@blm.gov](mailto:skaller@blm.gov)

Agency review status: Failure to provide sufficient notice of the pending transaction may result in the agency being placed on agency review status. Costs that are determined to be unallowable after disbursement will be deducted from the next quarterly drawdown budget and the agency may be placed on agency review status. When a project is completed or terminated, any excess funds, which may have been drawn down by the recipient, shall be returned to the SNPLMA Special Account.

Acquisitions: The implementing entity will be responsible for coordination with the SNPLMA Division throughout the acquisition process. Purchase funds for land acquisition projects will not be made available for drawdown until the SNPLMA Division verifies that all required acquisition processes as documented in the Implementation Agreement are complete.

C. Project Closeout Sequence of Events for SNPLMA Projects: In addition to the reporting requirements outlined in section IX. Deliverables and Reports below, the following shall also be submitted to close out the project.

- Prior to any final project closeout the SNPLMA Division will perform a final review the project files and financial records.
- The SNPLMA Division will finalize total expenses and complete their review prior to the final closeout process completed by the GMO.
- Once the SNPLMA Division completes their process, the project authorized representative will complete a signed closeout letter confirming that the project has been completed within the context of the project, as approved by the Secretary, and outlined in the SNPLMA Implementation Agreement (IA) and submit it to the SNPLMA Division and the GMO.
- This letter will detail final administrative funding needs and draw downs, include the final SF425, and outline any funds to be de-obligated by the Grant Management Officer (GMO).
- The recipient will comply with reporting requirements outlined below, due no later than 90 calendar days after the expiration or termination of this agreement.
- Any remaining funds not expended will be de-obligated by the GMO.

#### **VII. Property Management and Disposition.**

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations.

#### **VIII. Liability.**

The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

#### **IX. Deliverables and Reports.**

Please note: The GMO will review all OMB required reports, which include those required in section A. and B. below. The SNPLMA Division will review all SNPLMA Division reports, which include those required in section C. below.

##### **A. Financial Status Reports:**

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient



shall submit quarterly a completed original and one copy of the SF 425, to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information or SF 424C, Budget Information (whichever one applies). The reporting periods are: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 and will continue through the life of the agreement. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.
3. Recipients who are placed on agency review will submit an original and one completed copy of the SF 270, Request for Advance or Reimbursement, to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FFR requirement.
4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

B. Performance/Progress Reports:

1. Recipient shall submit an original and one copy of the yearly brief summary performance report(s) to the GMO within 90 days after the end of the reporting period. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Recipient's submitted proposal, Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided. An original and one copy of the final program progress report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. SNPLMA Project Report Requirements:

1. **Project Work Plan:** Required to be updated annually, at the end of the fiscal year, all recipients are required to complete a Project Work Plan (PWP) for each project, which shall be submitted to the SNPLMA Division for approval prior to receiving authorization for the expenditure of funds. The PWP shall include: Descriptions of the project deliverables, Tasks and subtasks, Project target start and end dates, Schedule of periodic expenditures reflecting logical phases of the project
2. **Quarterly - Status Report Cover Letter:** The cover letter must be signed by an Authorized Representative certifying the amount of projected funding, in total and per project, being requested for draw down in the following quarter and project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.
3. **Quarterly - Status Report:** In order to achieve authorization for a quarterly ASAP drawdown, a quarterly status update report must be submitted to the SNPLMA Division, due on the 15<sup>th</sup> of the month, prior to the beginning of the next quarter. This report will include: Progress on the deliverables detailed in the Project Work Plan, A description of the deliverable and the progress made in the quarter, Percentage of deliverable complete, Targeted start and end dates vs. actual start and end dates
4. **Quarterly - Projected ASAP Funding Request:** Submit a request for the projected amount of funding needed for each project cost reimbursement for the upcoming quarter.
5. **Quarterly - Project Detailed Cost Worksheet:** Submit this worksheet for the previous quarter. This worksheet tracks costs incurred on the project over its lifecycle, categorized by expenditure activity (e.g. Planning, Environmental Compliance, & Preconstruction Engineering & Design; FWS Consultation-Endangered Species Act; Construction Contract Costs; Direct Labor; Official Vehicle; Other Direct and Contracted Labor Use; and Other Necessary Expenses).

**Generated Materials:** Any materials developed for public planning documents, public scoping meetings, or for public distribution (i.e., interpretive materials, videos) must include the following conspicuously placed disclosure, "Funding for the subject project was provided by the sale of public land by the Bureau of Land Management and approved under an inter-agency partnership authorized by the Southern Nevada Public Land Management Act."

**Project Signage:** Project sites must include conspicuously placed signage, which states, "Funding for the subject project was provided by the sale of public land by the Bureau of Land Management and approved under an inter-agency partnership authorized by the Southern Nevada Public Land Management Act."

D. Non-compliance:

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in being placed on agency review, withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

**X. Key Officials.**

The individuals listed below are considered to be ‘key officials’ essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO.

**Bureau of Land Management**

**Grants Management Officer**

Name	Susan Kaller
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	1340 Financial Blvd. P.O. Box 12000
City State Zip	Reno, NV 89520
Phone	775-861-6559
Fax	775-861-6624
Email	Susan_Kaller@blm.gov

**Program Officer**

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@blm.gov

**PTNA Program Manager**

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines

**Recipient Contact Information**

**Authorized Representative**

Name	Juan Fernando Guzman
Title	Open Space Manager
Entity	Carson City
Address	3303 Butti Way Building 9
City State Zip	Carson City, Nevada 89701
Phone	775-887-2262 ext 7341
Fax	775-887-2145
Email	jguzman@carson.org

**Program Manager**

Name	Roger Mollendorf
Title	Director
Entity	Carson City Parks and Recreation Department
Address	3303 Butti Way Building 9
City State Zip	Carson City, Nevada 89701
Phone	775-887-2180
Fax	775-887-2278
Email	rmoellendorf@carson.org

**Administrative Contact**

Name	
Title	
Entity	
Address	

	Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@blm.gov

City State Zip	
Phone	
Fax	
Email:	

**ASAP Contact Information**

Name	ASAP
Address	Kansas City Regional Financial Center
Phone	(816) 414-2100
Fax	
Web-Site	<a href="http://www.fms.treas.gov/asap/">http://www.fms.treas.gov/ asap/</a>

**Billing Contact**

Name	
Title	
Entity	
Address	
Phone	
Fax	
Email	

**XI. Standard Award Terms and Conditions**

**A. Administrative and National Policy Requirements:**

Office of Management and Budget (OMB) Circulars: By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars/>

- 2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments
- 2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations
- 2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here:

<http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving: This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied

C. Endorsements:

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 states or implies governmental, Departmental, bureau, or government employee endorsement of a 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.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

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.

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. A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

D. Retention and Access Requirements for Records:

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 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

IG's Office Access to Records - Recipients shall provide additional access for the Inspector General's office to examine recipient's records and to interview officers/employees of recipient.

E. Increasing Seat Belt Use:

Recipients of grants/cooperative agreements and/or subawards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

F. Modifications:

Modification requirements that include the SMPLMA Division for SNPLMA Projects:

- Requests to modify this agreement, the project scope, extend the project end date, or provide additional funds for continuation of the project will require advanced approval of the SNPLMA Executive Committee. A request must be made to through the SNPLMA Division.
- Requests to extend the project end date shall be submitted by the recipient to the SNPLMA Division no later than 120 calendar days before the agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests must adhere to the policies and procedures stated in the IA, Section XI, XII, and Appendix M of the SNPLMA Implementation Agreement (IA). Requests for extensions received after the expiration date will not be honored.

Modification requirements that include the GMO:

- This agreement may be modified by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.
- All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.
- The SNPLMA Division will forward approved modification requests to the GMO at least 30 days prior to the expiration date of the agreement. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

#### G. Budget and Program Plan Revision:

The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

#### H. Audit Requirements:

Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at [http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html).

Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

#### I. Metric Conversion:

All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

#### J. Officials Not to Benefit:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

#### K. Reimbursable Costs and Limitations:

The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement.

However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

L. Inspection:

The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

M. Copyrights:

1. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply: "The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so."
2. For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply: "The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

N. Rights to Data:

For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply: "The Federal Government has the right to: (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes."



**O. Procurement Procedures:**

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

**P. Central Contractor Registration (CCR):**

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.
- Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

**XII. Special Terms and Conditions.**

**A. Order of Precedence:**

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d)

special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. Deposit of Publications:

In addition, to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior  
Natural Resources Library  
Interior Service Center  
Gifts and Exchanges Section  
1849 C Street, N.W.  
Washington, D.C. 20240

C. Monitoring:

The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

END OF AGREEMENT

**ASAP.GOV Participation Request**

**AGENCY INFORMATION (Return this information to the address or FAX number below)**

Bureau of Land Management  
National Business Center  
Denver Federal Center, Building 50  
P.O. Box 25047, BC – 620  
Denver, Colorado 80225-0047  
FAX 303-236-6618

CONTACT PERSON NAME: **Audrey McCray 303-236-1089**

**ARE YOU A CURRENT  
BLM ASAP PARTICIPANT:**

YES  NO

If YES do not fill out the bottom half of this form

ASAP RECIPIENT ID NUMBER: \_\_\_\_\_

ASAP PAYMENT REQUESTOR ID NUMBER: \_\_\_\_\_

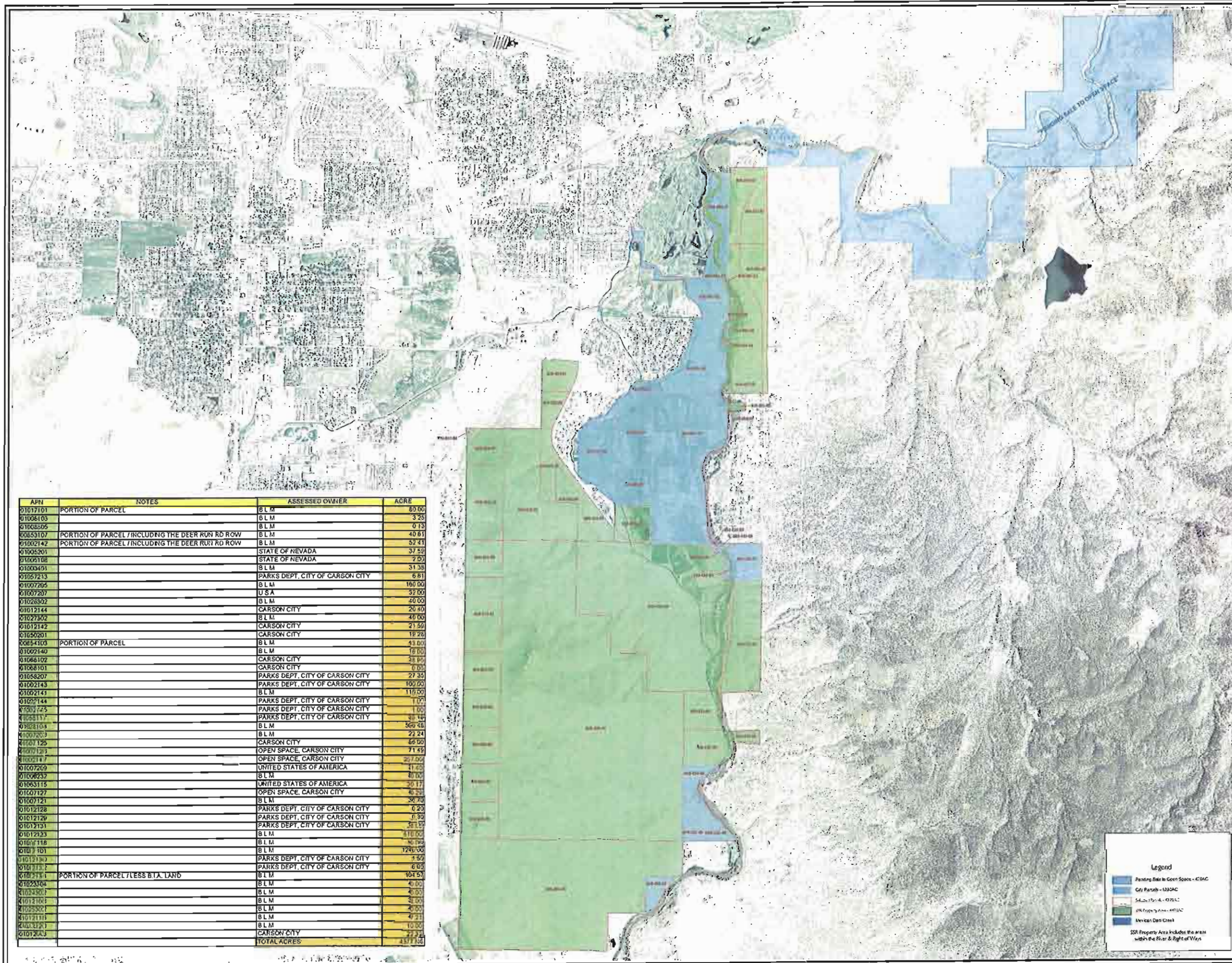
**TO PROCESS YOUR REQUEST EVERY PORTION OF THIS FORM MUST BE COMPLETE.**

Please print clearly

**ENTER THE FOLLOWING:**

<b>*Recipient Organization Name:</b>	
<b>*DUNS:</b>	
<b>*EIN:</b>	
<b>*Organization Type:</b>	
<b>*First Name:</b>	
<b>Middle Initial:</b>	
<b>*Last Name:</b>	
(e.g., Jr, III)	
<b>Title:</b>	
<b>*Organization Name:</b>	
<b>*Email:</b>	
<b>*Mailing Address 1:</b>	
<b>Mailing Address 2:</b>	
<b>U.S. Address</b>	
<b>*U.S. City:</b>	
<b>*U.S. State:</b>	
<b>*U.S. Zip:</b>	
<b>*U.S. Phone:</b>	





APN	NOTES	ASSESSED OWNER	ACRE
01017101	PORTION OF PARCEL	B.L.M.	83.00
01006103		B.L.M.	3.25
01008505		B.L.M.	0.13
00853107	PORTION OF PARCEL / INCLUDING THE DEER RUN RD ROW	B.L.M.	40.61
01002142	PORTION OF PARCEL / INCLUDING THE DEER RUN RD ROW	B.L.M.	52.41
01005201		STATE OF NEVADA	37.55
01005108		STATE OF NEVADA	7.23
01003491		B.L.M.	31.38
01057213		PARKS DEPT. CITY OF CARSON CITY	6.81
01007265		B.L.M.	180.02
01007287		U.S.A.	33.09
01026392		B.L.M.	46.03
01012144		CARSON CITY	26.40
01027302		B.L.M.	46.00
01012142		CARSON CITY	21.59
01026201		CARSON CITY	18.28
00854103	PORTION OF PARCEL	B.L.M.	43.00
01002140		B.L.M.	16.00
01066102		CARSON CITY	35.85
01068101		CARSON CITY	0.00
01058207		PARKS DEPT. CITY OF CARSON CITY	27.35
01002143		PARKS DEPT. CITY OF CARSON CITY	102.00
01002141		B.L.M.	116.00
01027144		PARKS DEPT. CITY OF CARSON CITY	1.07
01001725		PARKS DEPT. CITY OF CARSON CITY	1.00
01053117		PARKS DEPT. CITY OF CARSON CITY	81.14
01002104		B.L.M.	569.45
01007203		B.L.M.	22.24
01011285		CARSON CITY	66.00
01007125		OPEN SPACE, CARSON CITY	71.45
01002147		OPEN SPACE, CARSON CITY	207.00
01007209		UNITED STATES OF AMERICA	11.40
01008232		B.L.M.	81.00
01063115		UNITED STATES OF AMERICA	30.17
01007127		OPEN SPACE, CARSON CITY	46.23
01007121		B.L.M.	36.70
01012128		PARKS DEPT. CITY OF CARSON CITY	0.20
01012126		PARKS DEPT. CITY OF CARSON CITY	0.30
01012131		PARKS DEPT. CITY OF CARSON CITY	31.57
01012123		B.L.M.	411.00
01010118		B.L.M.	40.00
01017101		B.L.M.	126.00
01012130		PARKS DEPT. CITY OF CARSON CITY	1.50
01012132		PARKS DEPT. CITY OF CARSON CITY	6.03
01012131	PORTION OF PARCEL / LESS B.T.A. LAND	B.L.M.	104.57
01023504		B.L.M.	4.00
01024307		B.L.M.	4.00
01012108		B.L.M.	3.00
01023502		B.L.M.	4.00
01012111		B.L.M.	4.21
01012127		B.L.M.	10.00
01012123		CARSON CITY	27.24
TOTAL ACRES			4378.38

**Legend**

- Portion of Parcel to Green Space - CDAC
- City Parks - USAC
- State of Nevada - CDAC
- BLM Property Area - CDAC
- American Dam Creek

SSR Property Area includes the area within the River & Right of Way

Silver Saddle Ranch Land Acquisitions  
 Carson City, Nevada  
**4378 AC**

