

**City of Carson City
Agenda Report**

Date Submitted: May 17, 2013

Agenda Date Requested: June 6, 2013

To: Mayor and Supervisors

Time Requested: Consent

From: Parks and Recreation Department – Open Space.

Subject Title: For possible action: To authorize the Parks and Recreation Director to execute a grant obtained from the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas, to assist with the design and construction of a non-motorized Eagle Creek Bridge and a segment of the Carson River Trail System. (Roger Moellendorf)

Staff Summary: This action will result in Carson City accepting a grant from the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas, to assist with the design and construction of a non-motorized Eagle Creek Bridge and a segment of the Carson River Trail System in the amount of \$252,700.

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 to execute a grant obtained from the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas, to assist with the design and construction of a non-motorized Eagle Creek Bridge and a segment of the Carson River Trail System.

Explanation for Recommended Board Action: Previously the Board of Supervisors gave the Parks and Recreation Department, Open Space program permission to submit a grant for Round 13 of the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas, to assist with the design and construction of the non-motorized Eagle Creek Bridge and a segment of the Carson River Trail System. This project consists of the design and construction of a 60 foot pre-fabricated steel bridge, and 20 foot long ditch crossing as well as a 12 foot wide 300 foot long trail segment constructed of de-composed granite. When completed, the project will connect a missing link in the City's Carson River Trail System connecting the Empire Ranch Trail to the Vidler Trail. This will facilitate the completion of over five miles of continuous trails along the Carson River. The grant is a 100 percent grant for \$252,700 and does not require a match.

Applicable Statue, Code, Policy, Rule or Regulation: C.C.M.C. 13.06 and Regulations of the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas grant program.

Fiscal Impact: None. This grant is for 100% of the estimated cost of the project.

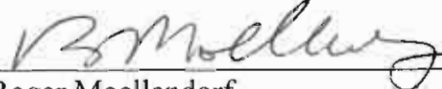
Explanation of Impact: N/A

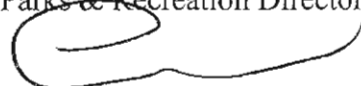
Funding Source: Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas.

Alternatives: Do not approve the execution of the grant.

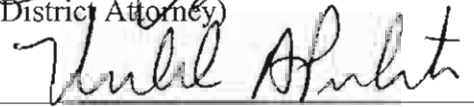
Supporting Material: Grant and Cooperative Agreement from the Southern Nevada Public Lands Management Act – Parks, Trails and Natural Areas.

Prepared By: Roger Moellendorf

Reviewed By:  Date: 5/23/13
Roger Moellendorf
(Parks & Recreation Director)

 Date: 5/28/13
Lawrence A. Werner
(City Manager)

 Date: 5/28/13
(District Attorney)

 Date: 5/28/13
(Finance Director)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Nevada State Office
1340 Financial Boulevard
Reno, Nevada 89502-7147
<http://www.blm.gov/nv>

In Reply Refer To:
1511 (NV955)

May 10, 2013

Roger Moellendorf,
Director
Carson City Parks and Recreation Department
3303 Butti Way, #9
Carson City, NV 89701-4264

COPY

RECEIVED

MAY 13 2013

CARSON CITY PARKS DEPT.

Re: L13AC00050 Carson River Trail System Eagle Valley Creek Segment SNPLMA Priority13-2
Project CR02

Dear Mr. Moellendorf,

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 \$252,700.00. Enclosed is the Assistance Agreement which sets forth the terms and conditions. This Agreement is subject to the applicable Department of the Interior statutory and regulatory provisions included in the terms and conditions of this Agreement.

You may be familiar with BLM's process of sending the recipient multiple originals to sign and return. The BLM is no longer requiring a signature on behalf of the recipient for new awards. Your acceptance of the award is defined upon beginning work on this project.

On behalf of the BLM, I would like to thank you for your participation in the agreement. If you have administrative questions, please contact me at skaller@blm.gov or call 775-861-6559. For a program related issue, please contact Jeff Wilbanks at jwilbanks@blm.gov or call 702-515-5160.

Sincerely,

Susan Kaller

Susan Kaller
Grants Management Officer

Enclosure:
Cooperative Agreement

cc: Jeff Wilbanks, SNPLMA Program Manager PTNA

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L13AC0005C		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 05/09/2013		4. COMPLETION DATE	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CITY OF CARSON CITY Attn: ATTN GOVERNMENT POC 201 N CARSON ST STE 5 CARSON CITY NV 89701-4264				6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC (NV955) Mailing Address: 1340 FINANCIAL BLVD. RENO NV 89502			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Ann Bollinger abollinger@carson.org 775-283-7337			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.							
10. RESEARCH, PROJECT OR PROGRAM TITLE Carson River Trail System Eagle Valley Creek Segment SNPLMA Project CR02, Priority 13-2							
11. PURPOSE See Schedule							
12. PERIOD OF PERFORMANCE (Approximately) 05/13/2013 through 05/12/2017							
13A. PREVIOUS		AWARD HISTORY		13B. PREVIOUS		FUNDING HISTORY	
		\$0.00				\$0.00	
THIS ACTION		\$252,700.00		THIS ACTION		\$252,700.00	
CASH SHARE		\$0.00		TOTAL		\$252,700.00	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$252,700.00					
14. ACCOUNTING AND APPROPRIATION DATA 01							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020017296							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5160	jwilbanks@blm.gov			
NEGOTIATOR							
ADMINISTRATOR	Susan Kaller		775-861-6559	susan_kaller@blm.gov			
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901 Public Law 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			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Susan Kaller		DATE 5/9/13		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)
00010	<p>CFDA Number: 15.235 DUNS Number: 073787152+0000</p> <p>11. PURPOSE: This financial assistance agreement is made and entered into by the Dept. of Interior (DOI), Bureau of Land Management (BLM) Nevada State Office (NSO) and the City of Carson City for the purpose of designing and constructing a trail segment near the Carson River to link existing trails and improve recreational opportunities. The agreement provides SNPLMA funds in the amount of \$252,700.00. See agreement terms and conditions below. Delivery: 01/16/2013 Delivery Location Code: 0004276496 BLM-NV LAS VEGAS FIELD OFFICE* 4701 NORTH TORREY PINES DRIVE LAS VEGAS NV 89130-2301 US</p> <p>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.CR0256C0 PR Acct Assign Line: 01 Period of Performance: 05/13/2013 to 05/12/2017</p> <p>Carson River Trail System - Eagle Valley Obligated Amount: \$252,700.00 IT Approval Num: N</p> <p>The Administrative Point of Contact (POC): Susan Kaller, Grants and Agreements Specialist, Nevada State Office (NSO) Phone: 775-861-6559, Email: skaller@blm.gov. The Technical Point of Contact Continued ...</p>				252,700.00

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)
	<p>2 Program Officer (PO): Jeff Wilbanks, Southern Nevada District Office (SNDO) Phone: 702-515-5160, Email: jwilbanks@blm.gov.</p> <p>The total amount of award: \$252,700.00. The obligation for this award is \$252,700.00.</p>				

Background Information

Construction of the Eagle Valley Creek Segment will be an important part of the Carson City interlinked trail system tying together central Carson City with schools, residential neighborhoods, and recreational areas. Eagle Valley Creek Segment will improve public access to the open space along the Carson River. The segment will provide a 5.2 mile contiguous trail along the river. In addition, the segment will make it possible to walk or bicycle on off-street trails from downtown Carson City to the Carson River.

The Secretary of the Interior approved the estimated expenditures for this project from the Southern Nevada Public Land Management Act Special Account on September 24, 2012.

I. Statement of Joint Objectives

A. Purpose:

This financial assistance agreement is made and entered into by the Dept. of Interior (DOI), Bureau of Land Management (BLM) Nevada State Office (NSO) and the City of Carson City for the purpose of designing and constructing a trail segment near the Carson River to link existing trails and improve recreational opportunities. The agreement provides SNPLMA funds in the amount of \$252,700.00.

B. Objectives:

Carson City will design and construct a trail segment near the Carson River to link existing trails and improve recreational opportunities.

Primary Deliverables: The project will provide the following primary deliverables which must be completed at a minimum in order to complete and accomplish the purpose of the project.

1. Design and construct a 10-12ft by 300ft non-motorized trail with a decomposed granite surface.
2. Design and install a prefabricated 60ft bridge over Eagle Valley Creek with concrete abutments.
3. Design and install a prefabricated 20ft bridge over the irrigation ditch with concrete abutments.
4. Remove, relocate and reconstruct the existing ranch fence.
5. Revegetate and install temporary fencing around disturbed areas.

Anticipated Deliverables: The project may provide the following anticipated deliverables which are desirable and beneficial, however their inclusion will be based on the results of final planning, design, cost estimates, public scoping, or other specified studies, analyses, or reports.

1. Develop and install trail signage.
2. A culvert or other structure may be used as an alternative to the irrigation ditch bridge.

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 City of Carson City the benefit of a cooperative relationship for the purpose of developing parks, trails, and natural areas in the City of 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. City of Carson City: 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. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us/nrs/>

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

L. 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.

M. 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.

N. 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.

O. 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, Water Reclamation District pursuant to a cooperative Agreement with a local government or regional governmental entity.

P. Implementation Agreement (IA): The SNPLMA Implementation Agreement (February 5, 2013) 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>.

Q. 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.
- * • Include the following conspicuously placed disclosure for generated materials which include any materials developed for public planning documents, public scoping meetings, or for public distribution (i.e., interpretive materials, videos): "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."
- Provide 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."

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 amendments 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).

C. The Recipient and the BLM agree:

- 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, Grant Lobbying Certification, Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates, and the Estimated Cost Detailed Worksheet.

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 4 years.

B. Modifications

- 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 for modification must be made to the SNPLMA Division utilizing the modification request form in Appendix L of the SNPLMA Implementation Agreement.
- 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 of Sections XI, XII, and Appendix L of the SNPLMA IA. Requests for extensions received after the expiration date will not be honored.
- 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, Total amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral modification 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.

- 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.

C. 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. Required Registrations

Prior to award the Recipient will register and maintain their own information with Dun & Bradstreet and the System for Award Management (SAM)

1. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711 or 800-333-0505) or the Internet (currently at <http://fedgov.dnb.com/webform> or <http://www.dnb.com>).
2. Register on the System for Award Management (SAM) or maintenance can be done on line at: <http://sam.gov>

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C: a. A Governmental organization, which is a State, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non Federal entity.
4. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.11.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient: means an entity that: a. Receives a subaward from you under this award; and b. Is accountable to you for the use of the Federal funds provided by the subaward.

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). 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.

Drawdowns 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 per project 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
- Gary Thompson, Finance Manager, BLM Business Services Division - National Operations Center (NOC): garythompso@blm.gov
- Jeff Wilbanks, Program Officer (PO), SNPLMA Division: jwilbanks@blm.gov
- Susan Kaller, Grants Management Officer (GMO): 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.

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.

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. The final FFR will be submitted as delineated in part D of this Section, and will be submitted 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:

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, and percent of project and deliverables complete.

1. **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 IA Appendix J, project nomination package, and project cooperative agreement.
2. **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 date to be determined by the SNPLMA Division for each 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.
3. **Quarterly - Projected ASAP Funding Request:** Submit a request for the projected amount of funding needed for each project cost reimbursement for the upcoming quarter.

Conceptual vs. Final Design: Entities will notify the SNPLMA Division prior to finalization of conceptual design documents and prior to sending construction plans to bid for an implementation contract. During this consultation meeting, the SNPLMA Division will verify the projects compliance with the context of the approved project. The SNPLMA Division may also periodically conduct site visits to verify that "on the ground" progress is consistent with that reported in Quarterly Status Reports.

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. Project Closeout/Reports and Sequence of Events for SNPLMA Projects

- Prior to any final project closeout the SNPLMA Division will perform a final project site inspection and review the project files and financial records.
- The SNPLMA Division will finalize total expenses and complete their review within 90 days and prior to the final closeout process completed by the GMO.
- Once the SNPLMA Division completes their process, the PD 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 IA, Appendix J and submit it to the SNPLMA Division and the GMO. This letter will detail final administrative funding needs and draw downs, include the Final FFR, SF-425 and Cost Detail Worksheet 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) which reflects funds to be de-obligated.
- The recipient will comply with reporting requirements outlined above, due no later than 90 calendar days after the expiration or termination of this agreement.
- Any remaining funds not expended as identified in box 10.h of the Final SF-425 will be de-obligated by the GMO by unilateral administrative modification to the agreement.

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.
City State Zip	Reno, NV 89502
Phone	775-861-6559
Fax	775-861-6624
Email	Skaller@blm.gov

Recipient Contact Information

Authorized Representative

Name	Roger Moellendorf
Title	Parks and Recreation Director
Entity	Carson City Parks and Recreation Department
Address	3303 Butti Way Bldg 9
City State Zip	Carson City, Nevada 89701
Phone	775-283-7345
Fax	775-887-2278
Email	rmoellendorf@carson.org

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	702-515-5160
Fax	702-515-5110
Email	Jwilbanks@blm.gov

Program Manager

Name	Ann Bollinger
Title	Program Manager
Entity	Carson City Parks and Recreation Department
Address	3303 Butti Way Bldg 9
City State Zip	Carson City, NV 89701
Phone	775-887-2262 ext 7337
Fax	775-887-2145
Email	abollinger@carson.org

PTNA Program Manager

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	702-515-5160
Fax	702-515-5110
Email	jwilbanks@blm.gov

Administrative Contact

Name	
Title	
Entity	
Address	
City State Zip	
Phone	
Fax	
Email:	

ASAP Contact Information

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

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.

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

(To view referenced CFRs put curser on link and press control + click)

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):
 - 2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System
 - 2 CFR Part 170 Reporting Sub awards and Executive Compensation
 - 2 CFR Part 175 Trafficking Victims Protection Act of 2000
 - 43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs
 - 43 CFR 12(E) Buy American Requirements for Assistance Programs
 - 43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local
 - 43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations
 - 2 CFR Part 1400 Government-Wide Debarment and Suspension (Nonprocurement)
 - 43 CFR 18 New Restrictions on Lobbying

2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707.

B. Opposition to Any Legislation:

In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

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. 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).

G. 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.

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/>.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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."

M. 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."

N. 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. 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 equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

Q. 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

XII. Special Terms and Conditions.

A. Order of Precedence:

Any inconsistency in this agreement will be resolved by giving precedence in the following order:

1. Any national policy requirements and administrative management standards.
2. Applicable OMB Circulars, 43 CFR, Subpart C, for State, local and Indian tribal governments, 2 CFR Part 215 for institutions of higher education, hospitals, and other non-profits.
3. Treasury regulations.
4. Agreement sections, documents, exhibits, and attachments.
5. The SNPLMA IA.
6. The recipient's project/program proposal.

B. 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