



Board of County Commissioners - Staff Report

Meeting Date: October 18, 2016

Presenter: Steve Ashworth

Submitting Dept: P&R
Grooming

Subject: Grant Acceptance/Trail

Statement / Purpose:

To approve grant acceptance agreement with Wyoming State Trails Fund for FY17 winter trail grooming

Background / Description (Pros & Cons):

The grant provides an 80% grant funding for winter trail grooming operations within Teton County. The grant is sponsored by Wyoming State Parks and Trails, and is funded through the state trails program. The grant was submitted in November of 2015, and was awarded in July of 2016. The grant covers operations activities for this winter, starting December 15, 2016 through March 15, 2017.

Fiscal Impact:

The operational expenditures for the program are in the FY17 approved Parks and Recreation budget.

Staff Impact:

Staff will manage all aspects of the grant process, including annual reports and program audit documents for reimbursement.

Legal Review:

Keith Gingery has reviewed the contract agreement as presented.

Staff Input / Recommendation:

Staff recommends approval of grant acceptance agreement for FY17 winter trail grooming.

Attachments:

Grant acceptance agreement

Suggested Motion:

Move to approve Wyoming Trails Grant award and agreement with the Wyoming State Parks and Trails for FY17 winter trail grooming program.

**WYOMING RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT
BETWEEN STATE PARKS AND CULTURAL RESOURCES AND TETON
COUNTY/JACKSON PARKS AND RECREATION DEPARTMENT**

THIS GRANT AGREEMENT, hereinafter referred to as "GRANT AGREEMENT," is made and entered into by and between **Teton County/Jackson Parks and Recreation Department**, P.O. Box 811, Jackson, WY 83001, hereinafter referred to as the "RECIPIENT", and the **Department of State Parks and Cultural Resources**, a duly organized and acting agency of the State of Wyoming, hereinafter referred to as the "DEPARTMENT," hereinafter the parties may collectively be referred to as the "PARTIES," for the purpose of completing the **Teton County Trail Grooming**, hereinafter referred to as the "PROJECT".¹

WITNESSETH:

WHEREAS, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreational trail, which trail is more particularly described hereafter; and

WHEREAS, the RECIPIENT has determined that it has a need for and has sufficient funds for the acquisition, construction, development or maintenance of the recreational trail hereinafter described; and

WHEREAS, the DEPARTMENT has the authority to enter into this GRANT AGREEMENT and is required to secure from the RECIPIENT necessary assurances that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, or maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT as appropriations are available and in accordance with the current Park Plan; and

WHEREAS, pursuant to the Cooperative Funds Act of June 30, 1914, as amended (16 U.S.C. 498), the RECIPIENT has the authority to enter into this GRANT AGREEMENT; and

WHEREAS, no work shall begin on the PROJECT until the fully executed GRANT AGREEMENT is returned to the RECIPIENT, notification of approval has been received from the DEPARTMENT, and a "NOTICE TO PROCEED" letter has been received by the RECIPIENT from the DEPARTMENT.

NOW, THEREFORE, the PARTIES, in consideration of the mutual and reciprocal covenants

contained herein, the sufficiency of which is hereby acknowledged, the PARTIES hereby agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described in Paragraph 5, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, hereinafter described in Paragraph 5, for the time period specified in Paragraph 7.
2. The RECIPIENT by this GRANT AGREEMENT does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located in accordance with the current Recreational Conceptual Plan.
3. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been complied with in the design and function of the trail as described in Paragraph 5.
4. The RECIPIENT agrees to cover at least twenty percent (20%) of the total cost of the acquisition, construction, development, or maintenance of the PROJECT, said percentage determined by the DEPARTMENT, depending on the amount of federal funds made available to the DEPARTMENT, from the Federal Highway Administration (FHWA). Further, the RECIPIENT agrees to pay in full all of the costs of said acquisition, construction, development, or maintenance of said PROJECT and to be reimbursed not more than eighty percent (80%) of said total cost by the FHWA.
5. The PARTIES agree that the PROJECT shall be:
Project Scope: See Exhibit A, attached hereto and made a part of this GRANT AGREEMENT.

Location: Various trails and pathways in and around Jackson, Wyoming

The PARTIES agree the element(s) of the cost budget of the PROJECT is/are as follows:
See Exhibit B, attached hereto and made a part of this GRANT AGREEMENT.

6. The RECIPIENT agrees and warrants that it shall maintain and operate said PROJECT for a duration of not less than two (2) years following the completion date of the PROJECT as appropriations are available.
8. The PARTIES agree that the amount of the federal grant funds designated for this PROJECT shall not exceed **\$28,901.00 (twenty eight thousand nine hundred and one**

- dollars and no cents).** The source of these funds are federal pass through funds from the Federal Highway Administration-Recreational Trails Grant Fund Program (CFDA 20.219).
9. The PARTIES agree that the PROJECT shall begin when the NOTICE TO PROCEED letter has been received by the RECIPIENT from the DEPARTMENT and the PROJECT shall be completed within two (2) years of this start date.
 10. The RECIPIENT agrees to maintain and operate said PROJECT in conformity with the laws of the United States and all applicable laws of the State of Wyoming, all executive orders of the President of the United States, all rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over the PROJECT or its operation, all rules and regulations of the various State of Wyoming departments, agencies, and commissions which have or obtain jurisdiction over the PROJECT or its operation, and all appropriate city and county laws, rules and regulations.
 11. The RECIPIENT agrees to conform as required with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); the Age Discrimination Act of 1975; and all federal requirements governing grant agreements which are applicable, including but not limited to 2 CFR Part 200.
 12. RECIPIENT agrees that before project is initiated all appropriate level of environmental review and analysis, to include mitigation assessment where required will be complete. For projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
 13. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this GRANT AGREEMENT may be terminated without penalty if a private entity that receives funds under this GRANT AGREEMENT:
 - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procures a commercial sex act during the period of time that the award is in effect; or
 - (c) Uses forced labor in the performance of the award or sub-awards under the award.
 14. The RECIPIENT shall establish and maintain separate accounts for the PROJECT, either independently or within its existing accounting system, identifiable as the PROJECT

Account. All charges to the PROJECT Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the DEPARTMENT. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible.

15. The RECIPIENT shall advise the DEPARTMENT of the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require. Project inspections shall be conducted by the DEPARTMENT or authorized representatives. RECIPIENT is required to send before and after photos and closing justification with final reimbursement request.
16. Payments to the RECIPIENT by the DEPARTMENT shall be on the following conditions:
 - (a) The said funds have been made available to the DEPARTMENT for such payment by the FHWA.
 - (b) A Request for Reimbursement form with supporting documentation that meets FHWA standards has been presented by the RECIPIENT to the DEPARTMENT as evidence that the PROJECT is either completed or proceeding to the completion as herein agreed.
 - (c) That items for which reimbursement is sought must have actually been received or the work accomplished by the RECIPIENT.
 - (d) Overhead will not be assessed to the DEPARTMENT.

Special Reimbursement Instructions: Reimbursements shall be sent to:

Wyoming State Parks, Historic Sites and Trails
Attn: Tracy J. Williams, Barrett Bldg., 4th Floor
2301 Central Avenue, Cheyenne, WY 82002

17. The RECIPIENT must submit a Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT on or before August 15, 2017, and within each twelve (12) months thereafter. If the RECIPIENT does not submit a Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT on or before August 15, 2017, funding will be deobligated and reobligated to another eligible RTP project and the DEPARTMENT shall have no responsibility to reimburse the RECIPIENT. After the initial Request for Reimbursement form has been approved, if the RECIPIENT does not submit a subsequent

12 month Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT, all remaining funding will be deobligated and reobligated to another eligible RTP project and the DEPARTMENT shall have no responsibility to reimburse the RECIPIENT. Each and every reimbursement request must contain a 20% match.

18. The DEPARTMENT and any of its representatives shall have access to any books, documents, papers, and records of the RECIPIENT which are pertinent to this GRANT AGREEMENT. The RECIPIENT shall retain for a period of five years after the final close-out date, all program and financial records of the PROJECT. RECIPIENT must maintain an accounting system for the purpose of audit and examination of any books, documents, papers and records maintained in support of this GRANT AGREEMENT. RECIPIENT is required to conform to the Generally Accepted Accounting Principles. Funds for each program of services are accounted for separately. The RECIPIENT assures the DEPARTMENT that there will be an audit trail for all funds.
19. The DEPARTMENT agrees to secure from the FHWA, funds as provided in the National Recreational Trails Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT within sixty (60) days of the receipt of a completed request for reimbursement form from the RECIPIENT.
20. The PARTIES mutually agree that this GRANT AGREEMENT is to be binding upon and inure to the benefit of their respective successors and assigns.
21. The State of Wyoming and DEPARTMENT do not waive their sovereign immunity and RECIPIENT does not waive governmental immunity by entering into this GRANT AGREEMENT and each fully retains all immunities and defenses provided by W.S. §1-39-104(a) and other applicable law.
22. By signing the GRANT AGREEMENT, RECIPIENT certifies that it is not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the participants involved in the execution of this GRANT AGREEMENT suspended, debarred or voluntarily excluded. Further, RECIPIENT agrees to notify this agency by certified mail should RECIPIENT or any of its agents become debarred, suspended or voluntarily excluded during the term of this GRANT AGREEMENT.
23. RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingency fees were

WYOMING RECREATIONAL TRAILS GRANT AGREEMENT BETWEEN STATE PARKS AND CULTURAL RESOURCES AND
TETON COUNTY/JACKSON PARKS AND RECREATION DEPARTMENT

paid in connection with this GRANT AGREEMENT, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this GRANT AGREEMENT.

24. Modifications within the scope of this GRANT AGREEMENT shall be made by mutual consent of the PARTIES, by issuance of a written modification to this GRANT AGREEMENT, signed and dated by both PARTIES, prior to any changes being performed. The DEPARTMENT is not obligated to fund any changes not properly approved in advance.
25. This GRANT AGREEMENT in no way restricts the PARTIES from participating in similar activities with other public or private agencies, organizations, and individuals.
26. No part of this GRANT AGREEMENT shall entitle the DEPARTMENT to any share or interest in the PROJECT other than the right to use and enjoy the same under the existing regulations of the RECIPIENT.

27. The principal contacts for this GRANT AGREEMENT are:

DEPARTMENT

**Tracy Williams, Grant Administrator
Division of State Parks and Cultural Resources
2301 Central Avenue, Barrett Bldg. 4th Floor
Cheyenne, WY 82002
(307)777-8681, (307)777-6005 Fax**

RECIPIENT

**Steve Ashworth
Project Manager
P.O. Box 811
Jackson, WY 83001
(307) 732-5793**

28. Either party, in writing, may terminate this GRANT AGREEMENT in whole, or in part, at any time before the date of expiration. Full credit shall be allowed for RECIPIENT's expenses and all non-cancelable obligations properly incurred up to the effective date of the termination. Excess funds shall be refunded to the DEPARTMENT within 60 days after the effective date of the termination.
29. Improvements placed on referenced lands at the direction of either of the PARTIES, shall thereupon become property of the United States and shall be subject to the same regulations and administration of the RECIPIENT as other improvements of similar nature.
30. Any DEPARTMENT contributions made under this GRANT AGREEMENT do not by direct reference, or implication convey RECIPIENT endorsement of the DEPARTMENT's products or activities

31. The PARTIES do not intend to create in any other individual or entity the status of third party beneficiary, and this GRANT AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this GRANT AGREEMENT shall operate only between and for the benefit of the PARTIES to this GRANT AGREEMENT, and shall inure solely to the benefit of the PARTIES to this GRANT AGREEMENT. The provisions of this GRANT AGREEMENT are intended only to assist the PARTIES in determining and performing their obligations under this GRANT AGREEMENT.
32. Should any portion of this GRANT AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the GRANT AGREEMENT shall continue in full force and effect as if the illegal or unenforceable term was omitted.
33. This GRANT AGREEMENT shall not be binding upon either party, no services shall be performed under the terms of this GRANT AGREEMENT, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by the DEPARTMENT in its discretion and this GRANT AGREEMENT has been reduced to writing and signed by both PARTIES.
34. This GRANT AGREEMENT consisting of nine (9) pages, and Exhibit A, consisting of one (1) page and Exhibit B, consisting of one (1) page, represents the entire GRANT AGREEMENT between the DEPARTMENT and the RECIPIENT with respect to the subject matter hereof and accordingly cannot be amended or modified except by written instrument executed by all of the PARTIES hereto.
35. By signature below, the PARTIES certify that the individuals listed in this document as representatives of the PARTIES are authorized to act in their respective areas for matters related to this GRANT AGREEMENT.
36. In the event of any issue of controversy under this GRANT AGREEMENT, the PARTIES may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
37. TAXPAYER IDENTIFICATION NUMBER: The DEPARTMENT shall furnish their tax identification number upon execution of this instrument.
38. FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to the National WYOMING RECREATIONAL TRAILS GRANT AGREEMENT BETWEEN STATE PARKS AND CULTURAL RESOURCES AND TETON COUNTY/JACKSON PARKS AND RECREATION DEPARTMENT

Park Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552)

39. STATE PUBLIC RECORDS ACT: The RECIPIENT will keep pertinent records, data and information in good order and available to the DEPARTMENT and the public in conformance with the Wyoming Public Records Act.

THE REMAINDER OF THIS PAGE INTENDED TO BE BLANK

IN WITNESS WHEREOF, by signing this GRANT AGREEMENT, the PARTIES represent and warrant that they have read and understood it, that they agree to be bound by the terms of the GRANT AGREEMENT, that they have the authority to sign it, and that they have received a signed and dated copy of the GRANT AGREEMENT.

The effective date of this GRANT AGREEMENT is the date of the signature last affixed to this page.

The effective date of this GRANT AGREEMENT is the date of the signature last affixed to this page.

DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES

RECIPIENT

By: _____

Domenic Bravo

Title: Wyoming State Parks Administrator

By: _____

Title: Chairman, Board of County Commissioners

Date: _____

Date: _____

Address: 2301 Central Avenue
Barrett Bldg., 4th Floor
Cheyenne, WY 82002

Attest: _____

Title: Teton County Clerk

WYOMING ATTORNEY GENERAL'S OFFICE
APPROVAL AS TO FORM

Date: _____

Samantha Caselli #157937
Samantha Caselli, Assistant Attorney General

Date: 9/27/14