

Recreational Trails Program Project Agreement Between The State of South Dakota and the City of Deadwood

By this agreement entered into this 9th day of April, 2024, between the State of South Dakota, Department of Game, Fish and Parks/Division of Parks and Recreation, hereinafter called the “State” and the City of Deadwood, hereinafter called the “Sponsor”, the parties hereto agree to the following:

- A. The State will obligate funds from the Recreational Trails Program (RTP) apportionment by agreeing to pay to the sponsor an amount up to 80 percent of the total eligible costs, but in no event shall such amount exceed \$246,527 for:

Project Title: City of Deadwood OHV Trailhead Parking Area

Project Period: Date of Approval through 12/31/2025.

Project Scope: The City of Deadwood will construct a parking area for OHV trailers in the SDDOT ROW east of the Lodge in Deadwood.

1. The State does not pledge assets of the State of South Dakota, nor does it promise to pay the sponsor any part of the contract sum from State of South Dakota monies.
 2. Provide oversight of the project to ensure compliance with Federal requirements.
 3. Provide timely payment of Federal grant funds to project Sponsor when complete documentation, including completed RTP Billing Report, copies of all invoices with proof of payment have been submitted.
 4. Conduct a final project inspection and records review, as necessary, before final payment to Sponsor is made.
 5. Provide a sign identifying grant source at final inspection.
- B. The sponsor agrees to the following:
1. Complete the project scope within the terms of this agreement.
 2. This agreement may be rescinded, modified or amended only through written approval of both parties. The Sponsor shall submit to the State written requests, and acquire the State’s written approval, before implementing any changes in the project scope, project period or project cost.
 3. Sponsor may not assign, sublet or transfer this agreement or any interest in this Agreement without State’s written permission to do so.

4. Pay suppliers and contractors and seek reimbursement from the state. Reimbursement requests submitted by Sponsor will include completed billing report, copies of all receipts and proof of payment when seeking reimbursement from the State.
5. Maintain the completed project for public outdoor recreation.
6. Reimburse the State for all losses suffered due to the failure of the Sponsor to meet the obligations as set forth in this agreement.
7. Upon reasonable notice, allow the State through any authorized representative to have access to and the right to examine and copy all records or documents related to services under this Project Agreement.
8. Maintain accurate accounts of service, materials, equipment, labor and real property pertinent to the project and shall retain such records and documents for three (3) years following project termination.
9. Complete the project work in compliance with applicable federal, state and local laws, regulations and ordinances applicable to the project.
10. Sponsor warrants that the Sponsor has not employed or retained any company or person, other than a bona fide employee working solely for the Sponsor, to solicit or secure this Agreement, and that the Sponsor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Sponsor, and fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.
11. Shall submit contract documents to the State for review and approval before letting and/or execution of said documents.
12. Award construction contracts or single purchases in excess of \$25,000 on the basis of Competitive bidding.
13. Comply with the provision of Title VI of the Civil Rights Act of 1964 and are bound by Exhibit A, entitled "Standard Title VI Assurance", attached to and made part of this agreement. In short, as a recipient of RTP assistance, the Sponsor must assure their recreational facilities and programs are open to persons regardless of race, color, national origin, age or handicap.
14. Comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (ADA), as amended. This act provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In this regard all facilities designed, constructed or altered with RTP assistance must be accomplished in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), as amended.

15. All project costs will be subject to US Office of Management and Budget (OMB) Circular A-133. Allowable costs will be in accordance with 49 CFR 18.22. If the sponsor exceeds \$500,000 or more in federal funds during any fiscal year covered under this agreement, then the sponsor will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular A-133. If the sponsor expends less than \$500,000 during any fiscal year, the State may perform a more program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.
16. The Sponsor may charge a fee for use of the facility, but the fee must be reasonable and determined in negotiation between the State and the Sponsor. Non-government agencies should be aware that charging a fee to use a recreational facility may eliminate landowner liability protection offered under statute.
17. By signing this Agreement, neither the Sponsor nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
18. Certify to the best of the Sponsor's knowledge and belief, that: No Federally appropriated funds have been paid or will be paid, by or on behalf of the sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement. If any funds other than federally appropriated funds have been paid to any of the above-mentioned parties, the Sponsor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Sponsor will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontract, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. Display provided sign acknowledging grant source at project site.
20. Failure by the Sponsor to comply with the terms of this agreement shall be cause for suspension of all obligations of the State hereunder.
21. Any disputes between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Game, Fish, and Parks or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties of this agreement.


- 22. A conflict-of-interest policy is enforced within the recipient's or sub-recipient's organization.
- 23. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with Federal Law, and is displayed immediately after filing on the recipient' or sub-recipient's website.
- 24. An effective internal control system is employed by the recipient's or sub-recipient's organization.
- 25. If applicable, the recipient or sub-recipient is in compliance with the Federal Single Audit Act, in compliance with §4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of date entered above:

Attest:

SPONSOR

Signature:  David R Ruth, Jr. (Apr 10, 2024 15:37 MDT)

Title: Mayor, City of Deadwood

STATE

Signature:  Jeffrey A. VanMeeteren (Apr 11, 2024 08:20 CDT)

Title: Director, Div. of Parks & Recreation

EXHIBIT A

STATE OF SOUTH DAKOTA DEPARTMENT OF GAME, FISH, AND PARKS

STANDARD TITLE VI ASSURANCE SEPTEMBER 1, 1997

TITLE VI – NONDISCRIMINATION:

During the performance of this Agreement, the sponsor, for themselves, their assignees, and successors in interest (collectively referred to as the “PARTIES”) agree as follows:

1. **Compliance with Regulations:** The PARTIES will comply with the Regulations relative to nondiscrimination in Federal or State assisted programs of the Department of Game, Fish, and Parks. Title 49, Code of Federal Regulations, Part 21, as it may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this agreement.
2. **Nondiscrimination:** The PARTIES, with regard to the work performed by the PARTIES during this agreement, will not discriminate on the grounds of race, religion, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The PARTIES will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the PARTIES for work to be performed under a subcontract, including procurements of materials or leases of equipment. Each potential subcontractor or supplier will be notified by the PARTIES of the PARTIES obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.
4. **Information and Reports:** The PARTIES will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the Department of Game, Fish, and Parks, or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the PARTIES is the exclusive possession of another who fails or refuses to furnish this information, the PARTIES will so certify to the Department of Game, Fish, and Parks, or the Federal Highway Administration as appropriate, and will set forth what efforts were made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the PARTIES noncompliance with the non-discrimination provisions of this agreement, the Department of Game, Fish, and Parks will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the PARTIES under this Agreement until the PARTIES comply and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The PARTIES will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The PARTIES will take such action with respect to any subcontract or procurement as the Department of Game, Fish, and Parks, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the PARTIES become involved in, or are threatened with, litigation with a subcontractor or supplier as a result of such direction, the PARTIES may request the Department of Game, Fish, and Parks to enter into such litigation to protect the interests of the State of South Dakota, and in addition, the PARTIES may request the United States to enter into such litigation to protect the interests of the United States.