

TEXAS PARKS AND WILDLIFE DEPARTMENT
NATIONAL RECREATIONAL TRAILS FUND AGREEMENT

This agreement between Texas Parks and Wildlife Department, Recreational Trails Program (hereinafter TPWD) and City of Pflugerville (hereinafter Sponsor) for construction of recreational trail improvements in Travis County, Texas is made under Texas Recreational Trails Fund.

. BACKGROUND

The TPWD Recreational Trails Program, which administers the Texas Recreational Trails Fund (hereinafter TRTF) made available under the National Recreational Trails Act (hereinafter The Act), awards reimbursement-type grants to eligible public entities and private organizations to be used on trails and trail-related projects. To be eligible, the project must have been planned and developed under existing federal and state laws, and all related policies and administrative procedures; and

The City of Pflugerville, eligible under The Act, made a grant application for a suitable trail project and was awarded a TRTF grant.

THEREFORE, for and in consideration of the mutual covenants and benefits hereof, TPWD and the Sponsor hereby agree as follows:

. TERMS

Sponsor will construct 0.6 linear miles +/- of recreational trail, benches, trash receptacles, signing, conduct an archeological survey (if required) and design and engineering, in accordance with approved plan (hereinafter the Project) by June 30, 2017.

While doing any work under the terms of this agreement, Sponsor will adhere to all requirements established for the National Recreational Trails Fund including those set out in Procedural Guidelines, Project Development and Grant Reimbursement Procedures, and Acquisition Project Procedures and by the signature of its authorized agent below asserts that it had read all of the foregoing requirements.

The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, sex or disability.

Sponsor will properly and adequately maintain the Project for at least 20 years so that it is available and safe for use by the public.

TPWD and Sponsor agree that the total cost of the Project is Two Hundred Fifteen Thousand Six Hundred and Twenty Five Dollars (\$215,625) and that reimbursement to Sponsor for work performed under this agreement will not exceed Eighty Percent (80%) of the project cost up to the grant funds approved, One Hundred Seventy Two Thousand and Five Hundred Dollars (\$172,500). Sponsor will be paid up to \$172,500 after submitting acceptable billings to TPWD for approved work.

Sponsor may begin trail layout, design and resource surveys and clearances only after execution of this agreement. Once the project is cleared by the Texas Historical Commission and TPWD for potential impacts to cultural and natural resources, the sponsor will receive notice to proceed with construction of the project. Any construction costs incurred prior to the receipt of the notice to proceed will not be eligible for reimbursement.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the Texas Parks and Wildlife Department. The performance period of this contract may be extended by mutual agreement of both parties.

Sponsor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sponsor and the requirement to cooperate is include in any subcontract it awards.

This agreement is effective upon execution by the Department.

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF PFLUGERVILLE

Sponsor

by  _____

by _____

Tim Hogsett, Director, Recreation Grants Branch

Name and Title

Name and Title

3-31-14

Date

SAM Date _____