

**DEPARTMENT OF GAME, FISH AND PARKS**

Foss Building  
523 East Capitol  
Pierre, South Dakota 57501-3182

LF091008-23

August 25, 2008

Jerry Cole  
City of Rapid City  
125 Waterloo St  
Rapid City, SD 57701

Dear Jerry,

Congratulations on receiving a federal Recreational Trails Program (RTP) grant. Enclosed you will find an RTP project agreement. This document must be signed and executed before your project begins. Any expenses incurred before the execution date are not eligible for reimbursement.

After reviewing and signing this document, please return it to my attention at the address shown above. Because this grant uses federal funds, we must receive a Section 106 clearance from the State Historic Preservation Office and undergo tribal consultation. This process can take several months, but it is essential for all projects that may potentially disturb the earth. Once this process is completed, I will send you a signed copy and notification that your project may proceed. Again, please do not perform any ground-disturbing activities until you receive further notice.

Jerry, I commend you and the rest of your group for developing a great trail project. If you have any questions or comments regarding this grant, please feel free to contact me any time at (605) 773-5490.

Thanks again for your interest in the Recreational Trails Program. I look forward to working with you in the near future.

Sincerely,

Randy Kittle  
Grants Coordinator  
Division of Parks and Recreation



# Recreational Trails Program

## Project Agreement

State of South Dakota and the City of Rapid City

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*By this agreement entered into this 25th day of August, 2008, 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 Rapid City, 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 \$50,000; for:

Project Title: Skyline Wilderness Park

Project Period: December 2010

Project Scope: Rehabilitation of damage from unauthorized trails and construction of new trails in the Skyline Wilderness Park in Rapid City.

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.

- B. The sponsor pledges to complete the project scope, to submit all required paperwork and to maintain the completed project for public outdoor recreation. The Sponsor further agrees to reimburse the State for all losses suffered due to the failure of the Sponsor to meet the obligations as set forth in this agreement.
- C. The parties agree to the following:
1. 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.
  2. The Sponsor may request reimbursement of eligible costs by submitting to the State a billing report. The report must be sustained by carbon or photo static copies of invoices issued to and canceled warrants or checks issued by the Sponsor in payment of such eligible costs.

3. The sponsor shall maintain accurate accounts of service, materials, equipment, labor and real property pertinent to the project and shall retain such records and documents for five (5) years following project termination.
4. The Sponsor shall award construction contracts or single purchases in excess of \$25,000 on the basis of Competitive bidding (\$50,000 for structures) and shall submit contract documents to the State for review before execution of said documents.
5. The Sponsor shall complete the project work in compliance with applicable state and local laws and regulations, and in compliance with the project scope.
6. The sponsor agrees that if real property acquired or developed under this agreement is converted to anything other than public outdoor recreational use, the Sponsor shall substitute for the converted real property and/or facilities other recreational properties and/or facilities of at least equal fair market value. Replacement property shall be subject to the State's approval.
7. The Sponsor shall maintain trail facilities developed pursuant to this agreement for public outdoor recreation purposes, unless written authorization is provided from the State.
8. The Sponsor shall comply with the provision of Title VI of the Civil Rights Act of 1964. 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.
9. The Sponsor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973. 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 "Uniform Federal Accessibility Standards", as published in the Federal Register, date August 7, 1984.
10. 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.
11. Failure by the Sponsor to comply with the terms of this agreement shall be cause for suspension of all obligations of the State hereunder.

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 \_\_\_\_\_

Title \_\_\_\_\_

**STATE**

Signature \_\_\_\_\_

Title \_\_\_\_\_